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LONDON, JUNE 24, 1911.

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All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### The Provincial Meeting of the Law Society.

AS OUR readers will see from the circular printed elsewhere, the Provincial Meeting of the Law Society is to be held at Nottingham on the 26th and 27th of September next. There will certainly be no lack of subjects for discussion at the business meetings, and the entertainments are to include a theatrical performance, a banquet, a garden party at the Castle, and two interesting excursions.

#### The Coronation Holiday.

THE CORONATION holiday on the present occasion extends over three days, the time originally fixed for the last Coronation; but, unhappily, the postponement of the ceremony deprived that holiday of any significance. All that it could celebrate was that there was no Coronation and that the King was seriously ill; nevertheless, the courts were kept closed. When the Coronation came off, only one day's holiday, on the 9th of August, 1902, was allowed.

#### The Vacancies on the Council of the Law Society.

FOR THE four vacancies on the Council of the Law Society caused by the lamented retirement of Mr. RAWLE and two other members, and the death of Mr. PENNINGTON, five candidates have been nominated, one of them being Mr. HENRY FORD, of the firm of Ford, Harris & Ford, of Exeter, and the London candidates being Mr. W. B. L. BARRINGTON and three gentlemen with the time-honoured names in the profession of Mr. ALFRED DAVENPORT, Mr. J. R. B. GREGORY, and Mr. P. H. MARTINEAU.

#### The Legal Honours.

THE LENGTHY list of Coronation honours contains a very scanty proportion falling to the legal profession. The Lord Chancellor is raised to the dignity of an earl—a promotion which, we believe, will be received with gratification by lawyers in general, having in mind the attacks which have been recently made upon him. The Attorney-General, Mr. F. E. SMITH, K.C., and Sir F. POLLOCK are made Privy Counsellors, but there is not a single distinction for any member of the bench other than the Lord Chancellor, although a Scottish Lord of Session is made a Privy Counsellor. Surely the services of some of the judges might have been recognized. Among the Knights galore in the

list are the names of Mr. W. R. D. ADKINS, K.C.; Mr. JAMES BELL, solicitor, Town Clerk of the City of London; Mr. ARTHUR NORMAN HILL, solicitor, of the firm of Hill, Dickinson, & Co., of Liverpool, of which Sir J. E. GRAY HILL is the senior partner; and last, not least, Mr. HENRY JAMES JOHNSON, the President of the Law Society.

#### Honours to Legal Officials.

THE HONOURS conferred on officials are comparatively numerous, and include a knighthood to Mr. JAMES R. MELLOR, the Senior Master of the Crown Office; K.C.B. to Mr. JOHN PAGET MELLOR, the Treasury Solicitor, Sir CHARLES W. MATHEWS, Director of Public Prosecutions, Sir FRANCIS C. GORE, late Solicitor to Inland Revenue, Sir ROBERT HUNTER, Solicitor to the General Post Office; C.B. to Mr. CHARLES A. COOK, Chief Charity Commissioner, and Mr. A. H. DENNIS, Assistant Treasury Solicitor.

#### The New Draft Rules of the Supreme Court.

AN EXPERIENCED correspondent, whose letter we print elsewhere, confirms the view expressed in this column last week as to the stringent character of Draft Rule 14b. From his experience as a solicitor, our correspondent states that the delay in passing and entering orders very frequently arises from the fact that registrars are themselves too busy to peruse the draft when requested to do so, and are unable to grant an appointment for that purpose at any early date at which the solicitor or his clerk is able to attend. This he believes to have been the explanation of the delay in the case discussed by us last week: *Re Bartley, Bartley v. Thomas* (ante, p. 56). While our own information is not sufficient to enable us to apportion justly the causes of delay as between registrar and solicitor, we certainly feel the force of our correspondent's contention. The rule in its present form seems calculated to make the solicitor the scapegoat for delays which are due to the congestion of business in the courts, or to its inadequate organisation, as well as for such faults as may justly be attributed to him.

#### Layman as Clerk of the Peace.

WE REGRET to find that the Flintshire Standing Joint Committee, disregarding the protest of the Flintshire and Cheshire Law Society, has appointed to the vacant posts of Clerk to the County Council and Clerk of the Peace a gentleman who is neither a barrister nor a solicitor. The gentleman in question, Mr. TILBY, is stated to have been for many years, first a teacher, then a political and educational organiser, and finally a member of the Flintshire County Council, which latter office he resigned on the day of his appointment, and shortly before the appointment was in fact made. We do not doubt Mr. TILBY's ability and personal claims to the very important county office he has now attained; but we see two strong objections to the appointment. In the first place he is not a lawyer, and apparently has received no regular legal training. Now, the Clerk to the Peace has many duties which only a barrister or a solicitor can properly perform. He has custody of all the legal records and documents in the county—work which requires some knowledge of conveyancing. He is responsible for the drafting of indictments at quarter sessions, and acts there as legal associate and adviser of the court. He is the proper legal adviser of the Lord Lieutenant in his duties as *Custos Rotulorum*. These various duties require not merely a knowledge of legal technicalities, but also a practical understanding of solicitors' costs and barristers' fees—a matter which to the layman is a mystery. Again, as clerk to the county council he must advise his council on law, take the opinion of counsel in difficult cases, approve innumerable conveyances and agreements even when he does not himself draft them, and conduct legal proceedings under the authority of the council. We fail to see how these duties can be efficiently discharged by any gentleman, however great his talent and knowledge, who has not received the ordinary legal training. In the public interest, and in no narrow spirit of professional monopoly, we think that such an appointment is unadvisable. But there is another objection, in our opinion equally strong, to Mr. TILBY's appointment. It infringes the terms of the Local Government Circular, issued last month, which advises local

authorities not to appoint to paid offices in their gift any person who, within the twelve preceding months, has been a member of the council. This circular is, of course, merely hortatory, not imperative; but it has been dictated by the practical necessity which recent events have disclosed of preventing a mere colourable evasion of a legal disqualification. At present, under the Local Government Act, 1888, a councillor is, during his term of office, legally disqualified from accepting such an appointment. But this disqualification can easily be evaded by resigning his membership just before appointment; and it is this mischief at which the circular is aimed.

#### Pleading the Statute of Limitations.

"WHERE IN any action," so runs ord. 10, r 18 of the County Court Rules, "the defendant relies on any statutory defence, or on any defence of which he is required by the [County Courts Act, 1888] or any statute to give notice, he shall in [the statement of his grounds of defence] (except in the case provided for by rule 14 of this order) set forth" the particular statute or the particular matter on which he relies, or otherwise sufficiently indicate the nature of his defence. Rule 14 provides that where a defendant intends to rely on the defence of any statute of limitations, his statement shall be according to the form in the appendix. This form is in general terms: "That the claim for which the defendant is summoned is barred by a statute of limitations." In the recent case of *Gregory v. Mayor of Torquay* (ante, p. 582), before PICKFORD, J., the question arose whether the Public Authorities Protection Act, 1893, is a statute of limitations within these provisions. If it is not, a defendant who wishes to set it up must mention the statute specifically in his notice of defence; if it is, then it is sufficient for him to plead "a statute of limitations" generally. The defendants had acted on the latter view, and it was argued for the plaintiff that this was erroneous, and that, since they had not complied with ord. 10, r. 18 (1), by pleading the particular statute, they were not at liberty to avail themselves of the limitation of six months under the Act of 1893. But it is clear that the contention was wrong, and so PICKFORD, J., held. A statute of limitations is a statute which by one or more of its provisions limits the time for bringing an action, and though the Public Authorities Protection Act, 1893, is not a statute of general application like the Statute of James or the Real Property Limitation Acts, 1833 and 1874, yet it is none the less a statute imposing a limitation on actions in point of time, and, indeed, a limitation of an extremely stringent, and, in its effect, often of a very harsh character. Hence it was sufficiently pleaded in the present action. In the High Court it is usual to plead the particular statute of limitations in accordance with the direction given in R. S. C. App. D., Sect. IV., General Defences 11; though otherwise it is sufficient to plead "the Statute of Limitations" generally: *Adams v. Barry* (2 Coll., p. 293). The County Court Rules are based on the older practice, but it would be convenient if they were altered so as to require the defendant to mention the statute on which he relies.

#### The Imperial Conference on Naturalization.

THE TWO matters discussed at the Imperial Conference which touch the sphere of jurisprudence most obviously are Naturalization and an Imperial Court of Appeal. The whole subject of the naturalization of aliens is beset with difficulty. It involves the question of local nationality, which again is beset with special difficulties of its own. The present Conference is, however, likely to lead to tangible results. A draft Bill had been prepared, and this Bill is now to be re-drafted and submitted to the Overseas Ministers before they leave the country. The views of Sir WILFRID LAURIER represent an ideal at present unattainable. He would like to see adopted the principle that there should be uniformity in the effect of naturalization wherever granted, so that a man who was a British subject anywhere would be recognized as a British subject everywhere. It is clear that this principle cannot in practice be adopted, for it would place the stricter rules of one jurisdiction at the mercy of the looser rules of another. The principles put forward by Mr. CHURCHILL, and eventually adopted by formal resolution of the Conference, recognize that the existing state of things will have to

continue in theory, though a great practical improvement will be made. There must be imperial nationality and local nationality. It is of course only local nationality that has to do with naturalization of aliens as it is now carried out. In every legislative division of the Empire naturalization privileges given by statute extend no further than the territorial limits of that particular division, and this applies to the United Kingdom as well as the Oversea Dominions. The improvement suggested by Mr. CHURCHILL is that, while local nationality should continue to be conferred by local legislatures, new legislation should be introduced in the Imperial Parliament enabling "world wide" nationality to be conferred on persons upon whom local nationality has already been conferred in some particular part of the Empire. The new statute would be made to apply throughout the Empire, subject to its adoption by the self-governing dominions, in this respect differing from the present Naturalization Act, 1870. It might perhaps at first sight appear that this plan tended towards the creation of an "Australian," or "Canadian," or "South African" nationality, as an attribute or *status* of all British subjects resident in Australia, Canada, or South Africa. In reality the plan will not have this tendency. At present "Canadian" nationality is only spoken of as conferred on those who out of Canada are not British subjects at all, not on those who are British subjects all over the world and merely reside in Canada. The possibility of a locally naturalized alien being able to attain to the *status* of a British subject all over the world will greatly reduce the number of merely "local" British subjects. And further, the existence of a statutory Imperial citizenship will tend to check the movement towards disintegrating the British citizenship even of the natural born subject into special kinds of citizenship according to the place of residence. For references to "Canadian subjects" of the King, and "Australian" subjects: see *Union Colliery Co. v. Bryden* (1899, A. C. 580); *Attorney-General v. Ah Sheeung* (4 Commonwealth (of Australia) L. R. 949).

#### An Imperial Court of Appeal.

THE DISCUSSION on the question of an Imperial Court of Appeal has not resulted quite so definitely as that on naturalization. Nothing so concrete as a draft Bill was before the Conference. The Australian resolution was to the effect that the appellate functions of the Judicial Committee should be vested in an Imperial Appeal Court. This was eventually withdrawn in favour of a resolution (which was carried) that the Home Government's proposals should be put into definite shape and communicated to the Oversea Dominions as soon as possible. The Lord Chancellor summed up the result of the discussion by giving the following as the agreement reached: "That there should be for the whole British Empire one final Court of Appeal in two divisions, one for the United Kingdom consisting of the same persons who were now entitled to sit in the House of Lords, and the other for the Overseas Dominions consisting of the persons now entitled to sit on the Judicial Committee, with such further additions as might be agreed upon, and that it should be strengthened by the addition of two English judges." The last word, however, came from the Australian Ministers, and it is extremely significant: "They looked forward to one final Court of Appeal for the Empire. The two divisions seemed to be a practicable arrangement for the time being, but it ought to be understood that the proposal was merely for the time being." The Government's proposal is that there should be a new Court brought into existence under the old forms. It seems a pity that greater boldness has not been shewn in grappling with the problem. Surely Lord ROSEBURY is right in suggesting that the Law Lords should leave the House of Lords, "reformed or unreformed, for ever." The necessity for disguising the creation of a new Court, by continuing to distinguish between membership of the House of Lords and membership of the Judicial Committee, is not apparent. If the two divisions of the new court are really to be divisions of the same court, a considerable change in the procedure of one or other will be necessary. The Lord Chancellor seems to have had the analogy of the Judicature Act, 1873, before his mind. But the nominal amalgamation of the Queen's Bench and the Court of Chancery is not the model which ought now to be followed. Existing

distinctions between United Kingdom appeals and Oversea Dominion appeals ought to be obliterated as far as possible. However, if both divisions are technically to be part of one court, one great gain will be that decisions of each division will be technically, as well as substantially, binding throughout every part of the Empire. One anomaly, at any rate, will be removed from the Empire's legal system.

#### Deduction of Income Tax from Interest.

A SINGULAR attempt was made in *Re Boulter* (*ante*, p. 554) to avoid the effect of a bankruptcy notice. Judgment had been recovered against the debtor for £3,750 5s. 8d. The creditors added £3 5s. 8d. for eight days' interest at £4 per cent. and issued a bankruptcy notice for £3,753 11s. 4d. The notice was not complied with; a bankruptcy petition was presented and a receiving order was made. On the appeal against this order it was contended that income tax ought to have been deducted from the interest claimed; that the claim was, therefore, too great and the order was bad. Under the Income Tax Acts, a borrower who pays "yearly interest" is not allowed to deduct the interest as an expense in ascertaining his income for assessment, but the same result is arrived at by authorizing him to deduct the tax on payment of the interest to the creditor (Act of 1842, s. 102; 1853, s. 40); and for the amount so deducted he is not required to account to the Inland Revenue, provided the interest is paid out of profits brought into charge: Customs and Inland Revenue Act, 1888, s. 24 (3). Formerly it was held that the phrase "yearly interest" covered any interest calculated at a yearly rate, although accruing from day to day: *Bebb v. Bunney* (1 K. & J. 216), *Dinning v. Henderson* (3 De. G. & Sm. 702). But in *Goslings and Sharpe v. Blake* (23 Q. B. D. 324) the construction of the phrase was narrowed, and it was held not to apply to interest on "short loans": i.e., loans which are for a definite period of less than a year. It is still applicable, however, to loans on which annual interest is reserved and which may continue for more than a year, although, as in ordinary mortgages, a day is fixed for payment within the year. The inconvenience to tax-payers of this distinction between interest on ordinary loans and on short loans is to some extent mitigated in practice by allowing interest on overdrafts at English banks to be deducted as an item of expense in arriving at taxable profits. In the present case of *Re Boulter*, the argument that the claim to interest was too great was based upon the wider construction of yearly interest, but if short loans have been excluded it was hardly to be expected that interest on a judgment debt, which ought to be immediately paid, would be entitled to the benefit of deduction. Moreover, the deduction, if allowed, does not alter the amount due, though it affects the mode of payment. Hence, the Court of Appeal held that the receiving order was valid.

#### Appeals from a Master as Referee.

THE ORDINARY procedure on appeal from a master is prescribed by R.S.C. ord. 54, r. 21: "Any person affected by any order or decision of a master may appeal therefrom to a judge at chambers." But this relates to matters which come before the master on summonses. In other matters there is sometimes doubt whether the appeal should be to the judge in chambers or to the Divisional Court, but the recent decision in *Cox v. Bowen* (*ante*, p. 581) shews that in appeals from the finding of a master on an interpleader issue, the appeal is to the Divisional Court. It has already been held in *Blair v. Clark* (1908, 2 K. B. 548) that this is the proper method of appealing from a decision of a master on an issue directed under a garnishee summons, and apparently it may be taken that the same procedure applies generally in cases of reference to a master. On a garnishee summons the reference is directed under ord. 45, r. 4. Where the garnishee disputes his liability, the court or judge may order that any issue or question necessary for determining his liability may be tried or determined in any manner in which any issue or question in an action may be tried or determined, or may refer the matter to a master. No direction is given as to the mode of appealing from the master on such a reference, but some guidance is afforded by the analogous provision of ord. 40, r. 6, that where at a trial by a referee he has



directed judgment to be entered, an appeal against the judgment shall be by motion to a Divisional Court, and in *Blair v. Clark* (*supra*) the analogy of this rule was adopted. In *Fraser v. Fraser* (1905, 1 K. B. 368) a reference of an action to a master had been made under ord. 14, r. 7, and here, too, it was held that the decision of the master was subject to appeal to the Divisional Court. Where the trial of an interpleader issue is referred to a master, there are two steps in the procedure, the trial of the issue, as to which there is a right of appeal, and the entry of the judgment, as to which there is no appeal, except by leave: ord. 57, r. 11; *Dawson v. Fox* (14 Q. B. D. 377). It is an obvious convenience that the procedure on an appeal from the finding of the master should be the same as on other appeals where he acts as referee, and in the present case of *Cox v. Bowen*, the Divisional Court (PICKFORD and LUSH, JJ.) have held that in interpleader, as in other cases, the appeal is to that tribunal.

#### Money-lending and "Aleatory Contracts."

THE MONEY-LENDERS of this country are tolerably well known, owing to the energy with which they distribute their circulars, which we either read or tear up without reading. But Englishmen are probably ignorant of the fact that French money-lenders are subject to a law by which they are prohibited, under fine or imprisonment, from stipulating for more than a specified rate of interest. Attempts are often made to evade this law, and one such attempt was recently considered by the Ninth Correctional Chamber of the Department of the Seine. Three money-lenders inserted a notice in several newspapers to the effect that they were willing to lend money on note of hand; the amount to be advanced in three days, and nothing to be paid in the shape of preliminary fees by the borrower. This notice led to many applications for loans, but in each case the borrower received no cash, but only obligations for the future payment of money with interest at the rate of 4 per cent., in return for which he was required to sign an agreement for the payment of money and interest to an amount double that of the obligations to be received by him. The borrowers, by the same agreement, acknowledged that the transaction was a purchase on his part of these obligations, and it was recited that in consideration of the undertaking of the borrower, the lender agreed that in the event of the death of the borrower before what was due from him had been paid, his representatives should incur no liability, and the whole transaction should be closed. It was contended by the lenders that this clause was what is in French law known as an "aleatory contract," the gains or losses of which depend, as to one or more of the parties concerned, on some uncertain event and that an aleatory contract was not subject to the law regulating the rate of interest. The court, however, disregarded this contention, holding that the persons accused had really disguised an usurious bargain under the form of a contract of sale. They were, therefore, sentenced to imprisonment and to the payment of compensation to those who had dealt with them. There is no reason to doubt that a similar decision would have been given in this country before the repeal of the usury law.

#### A Veteran Solicitor.

THE LIFE of Mr. ROBERT JOHN PORCHER BROUGHTON, solicitor, of the firm of Messrs. Broughton, Broughton, & Hunt, of 12, Great Marlborough-street, London, whose death, on the 15th inst., at the age of ninety-four years, is announced, presents incidents that should not be hid away in an obituary. That he came of an usually tough and energetic race is shown by the fact that his father, Mr. ROBERT E. BROUGHTON, after actually passing through the Peninsular War as Captain of the 9th Foot, on the return of peace, became a member of the bar and was appointed a Metropolitan Police Magistrate, and, it is stated, filled the position for over thirty years. His son, the late Mr. R. J. P. BROUGHTON, was educated at Harrow and Cambridge, and both at school and college was pre-eminent as a cricketer, being Captain of the Harrow team and one of the Cambridge Eleven. He was an active member of the M.C.C. committee during something like sixty years. He was admitted so long ago as 1844, and took out his certificate down to the present year.

Notwithstanding his devotion to athletics, he was diligent in the practice of the law, and had, we believe, a large conveyancing practice. There are not many men left who have carried on business as solicitors for over sixty-six years. Moral—to live long combine equal assiduity in work and sport.

#### New Trustee Stock.

WE PRINT elsewhere a notice stating, in effect, that Queensland Government 3½ per cent. Inscribed Stock (1950-1970) has been placed among the trust investments authorized by the Trustee Act, 1893, subject to the restrictions mentioned in section 2, sub-section (2) of that Act.

### The Rule Against Double Portions.

THE recent decision of JOYCE, J., in *Re Peel's Settlement* (*ante*, p. 580), is an interesting example of the application of the rule against double portions. In cases where a person is in *loco parentis* to the object of his bounty, and makes in favour of such object two successive dispositions by way of portion, there arises a presumption that the two dispositions are intended to effect only one gift. If the first gift is by settlement, the second operates as a satisfaction; if it is by will, the second operates as an ademption; unless, that is, the presumption is rebutted by evidence of a contrary intention. "When," said Lord SELBORNE, C., in *Re Pollock, Pollock v. Worrall* (28 Ch. D., p. 555), "a testator gives a legacy to a child, or to any other person towards whom he has taken on himself parental obligations, and afterwards makes a gift, or enters into a binding contract in his lifetime in favour of the same legatee, then (unless there be a distinction between the nature and conditions of the two gifts) there is a presumption *prima facie* that both gifts were made to fulfil the same natural or moral obligation of providing for the legatee; and consequently that the gift *inter vivos* is either wholly or in part a substitution for, or an ademption of, the legacy." To raise the presumption both gifts must be in the nature of a portion—that is, a sum of money given by way of advancement, either on marriage or for the purpose of establishing the recipient in life (*Taylor v. Taylor*, L. R. 20 Eq. 155; *Re Lacon*, 1891, 2 Ch. 482); and the donor must be either the lawful father of the recipient; or must have placed himself in the position of the lawful father by undertaking the duties incident to that relationship: *Powys v. Mansfield* (3 My. & Cr. 359). The presumption does not arise as between mother and child: *Re Ashton, Ingram v. Papillon* (1897, 2 Ch. 574). And when it does arise, and the provision made by a settlement is less than that previously given by will, the later provision does not abrogate the earlier provision altogether; it only operates as an ademption *pro tanto*: *Pym v. Lockyer* (5 My. & Cr. 29).

Questions of satisfaction or ademption usually arise when the settlor or testator is disposing of his own property. But in the present case of *Re Peel's Settlement* (*supra*), the double provision was made under a special power of appointment. By a settlement made in 1857 on the first marriage of a testator he had a power of appointment over a fund by deed or will in favour of his issue. He had four children by this marriage, but he provided for them from other sources. In 1867 he married again, and there were seven children of the second marriage, including FANNY and EDWARD. In 1897, one-seventh of the fund was appointed and settled in favour of FANNY, and in 1901 a similar appointment and settlement were made in favour of EDWARD, in both instances on the occasion of marriage. In 1869, the testator had made a will appointing the fund equally among the children of his second marriage, and, in 1908, he made a codicil appointing the share of a deceased child in favour of that child's son. He died in 1910, and the question arose whether the two children, FANNY and EDWARD, were entitled to share in the fund under the will in addition to the one-seventh shares which they took by separate appointment. *Prima facie* the case would seem to be a clear one for the application of the doctrine of satisfaction or ademption. The relation of parent and child existed; and the appointments being made on the occasion of marriage, the appointed shares

were in the nature of portions. Consequently, there would be a presumption that the two children were not intended to take double portions, but that the separate appointments were intended to be in satisfaction for, and, therefore, to adeem, the shares given by the will. The only question was whether the doctrine applied to a case where the gifts operated under a special power of appointment, and not out of property of the testator.

In principle, there seems to be no reason why such a case should be excluded, and there is authority for applying to it the rule against double portions. In *Montague v. Montague* (15 Beav. 505), a father had power to appoint two sums of £5,000 and £10,000 by deed or will among his children. By will made in 1842 he appointed the £5,000 to JAMES and the £10,000 to THEODOSIA and CATHERINE. Then, in 1844, he appointed the £5,000 by deed to THEODOSIA. It was held that this operated as a satisfaction of the legacy to THEODOSIA, and the one half of the £10,000 went as in default of appointment. It appears to have been assumed by ROMILLY, M.R., as a matter of course that the rule against double portions applied to the case of appointments under a power, and the decision was treated by STIRLING J., as authorizing such application in *Re Ashton, Ingram v. Papillon* (supra), although on the facts of that case he held that the rule was excluded. Consequently in the present case of *Re Peel's Settlement* JOYCE, J., had no difficulty in applying the rule, with the result that the two children, FANNY and EDWARD, were not entitled to participate further in the fund.

## Reviews.

### Lord Halsbury's Laws of England.

THE LAWS OF ENGLAND: BEING A COMPLETE STATEMENT OF THE WHOLE LAW OF ENGLAND. By the Right Honourable the Earl of HALSBURY, Lord High Chancellor of Great Britain 1885-86, 1886-92, and 1895-1905, and other Lawyers. Vol. XV.: FOOD AND DRUGS; FRAUDULENT AND VOLUNTARY CONVEYANCES; FRIENDLY SOCIETIES; GAME; GAMING AND WAGERING; GAS; GIFTS; GUARANTEE. VOL. XVI.: HIGHWAYS, STREETS AND BRIDGES; HUSBAND AND WIFE; INCOME TAX. Butterworth & Co.

The issue of these two volumes shew that the great undertaking which bears Lord Halsbury's name is making substantial progress. Vol. XV. contains several articles of special interest. Mr. Cave, K.C., with Messrs. C. J. Mathew and R. Peel, is responsible for that on Fraudulent and Voidable Conveyances. Settlements which are voidable under the Bankruptcy Act, 1883, have already been dealt with under the title "Bankruptcy and Insolvency." The present article exhibits very clearly the effect of the Statutes of Elizabeth in avoiding conveyances as against creditors and subsequent purchasers, and it usefully states the joint effect of the statute 27 Eliz. c. 4, and the Voluntary Conveyances Act, 1893, which, it is pointed out, does not repeal the earlier Act but gets rid of the judicial interpretation which allowed a settlor at any time to defeat his own voluntary conveyance by a sale. The article also deals with the cases in which conveyances can be set aside on the ground of undue influence, and classifies the relations in which such influence is presumed. The case of *Hovees v. Bishop* (1909, 2 K. B. 390) seems to have finally excluded from them the relation of husband and wife, though, of course, undue influence may be proved to have existed in fact: *Bank of Montreal v. Stuart* (1911, A. C. 120). The subject of Game is involved in a good deal of difficulty, both under the common law and under the provisions of the Game Act, 1831, and the Ground Game Act, 1880. These matters are adequately treated in the article by Mr. J. F. P. Rawlinson, K.C., and Mr. Kenneth E. Chalmers, though in referring to *Reg. v. Pratt* (4 E. & B. 890) they do not notice the point that sending a dog in pursuit of game, while a civil trespass, is not criminal within the Act of 1831. This view has just been affirmed in *Pratt v. Martin* (1911, 2 K. B. 90).

Wagering contracts have been brought into notice by the recent decision in *Hyams v. Stuart King* (1908, 2 K. B. 696) that a promise to pay a wagering debt will be good if founded on a new consideration, though there was, perhaps, no need to introduce this means of evading the Gaming Act, 1845. The whole subject of gaming and wagering, including this development, and also the Gaming Act, 1892, which overruled *Read v. Anderson* (13 Q. B. D. 779), and made money paid by a betting agent irrecoverable, is covered by the article by Mr. S. O. Henn Collins under this title. The article on Gifts, by Mr. Crackanthorpe, K.C., and Mr. Brabant includes gifts *inter vivos* and gifts *mortis causa*. At p. 412 reference is made to *Cochrane v. Moore* (25

Q. B. D. 57), which established the necessity for either a deed or delivery in a gift of chattels, and is one of the most interesting of modern decisions; and the concluding section of the article contains a useful summary of the effect of the cases on death gifts from the leading case of *Duffield v. Elves* (1 Bl. N. S. 497) down to recent cases such as *Re Beaumont* (1902, 1 Ch. 889), on uncashed cheques, and *Re Weston* (1902, 1 Ch. 680) and *Re Andrews* (1902, 2 Ch. 394) on Post Office Savings Bank books.

Other articles in the volume are Food and Drugs, Friendly Societies and Gas, which are all by authors well qualified to deal with the subjects, and the same remark applies to the article on Guarantee, by Mr. H. A. de Colyar, K.C. The last-named article deals with a subject of special difficulty, and the general nature of a guarantee; the liability of a surety, and his rights against the creditor and the principal debtor; the rights and liabilities of co-sureties *inter se*; and the discharge of the surety are all carefully discussed. The right of a surety to contribution has been recognized from early times, and a valuable note on the subject will be found at p. 526. Its difficulties are well illustrated by the judgment of Wright, J., in *Wolmerhausen v. Guldick* (1893, 2 Ch. 514). The right of the surety after payment to the benefit of securities held by the creditor is discussed at pp. 509-515, with reference both to his equitable and statutory right; and the similar right in cases of co-suretyship at p. 534. The cases of *Forbes v. Jackson* (19 Ch. D. 615) and *Duncan Fox & Co. v. North and South Wales Bank* (6 App. Cas. 1) are examples of the difficulties which arise in working out these rights. The practitioner who has to consider a question on the law of guarantees will find valuable guidance in this article.

In Vol. XVI. the article on Highways, Streets, and Bridges has been contributed by Mr. G. R. Hill; that on Husband and Wife by Mr. Justice Bargaive Deane and Messrs. Bowstead and W. Rayden; and that on Income Tax by Sir Francis Gore, the late Solicitor to the Inland Revenue. Questions frequently arise as to the creation of highways and the liabilities of public bodies and individuals in respect of them, and the subject is fully treated in Mr. Hill's article. The article on Husband and Wife occupies half the volume, and treats of this relation both in regard to marriage and dissolution of marriage, and in regard to property and contract. This involves the examination of a great body of statute and case law, and in such matters as the wife's separate property in equity and under statute, both the text and the notes give full and reliable information. On subordinate points, like the wife's equity to exoneration where she has mortgaged her property for her husband's benefit (see p. 405), the work is done with equal care. Questions as to liability for goods ordered by the wife so often arise in practice, and the procedure presents such difficulties, that practitioners will find the exposition of the subject at pp. 417-428 very useful. And, finally, we may refer, under the article on Income Tax, to the summary of the numerous authorities, of which the *De Beers case* (1906, A. C. 455) is one of the most recent, on the taxation of companies which have their office in this country, but do business abroad. These volumes confirm the impression already produced as to the industry and care with which the work is being carried out by contributors, editors, and publishers.

## Correspondence.

### The New Draft Rule 14 (a).

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—That a rule to prevent intentional delay on the part of solicitors in getting an order passed and entered would be useful, will probably be admitted, but the suggested new rule in its present form is highly objectionable. It ignores completely that there may be perfectly good reasons for the delay. It does not provide for a most frequent cause of such delay, namely, that the Registrar himself cannot find the time to attend to the order or that he cannot be seen upon it for days together. It once more shows the tendency to make the solicitor a sort of scapegoat and to visit him personally with the penalty of paying costs.

With regard to the case of *Re Thomas, Bartley v. Thomas*, quoted by you, I think it will be found when the case is more fully reported that the order was kept back in the Master's chambers because the Master had not yet completed the accounts and inquiries in the administration action, and not because of any delay on the part of the solicitor concerned.

F. R. BERGH.

13, Walbrook, E.C., June 17.

[See observations under head of "Current Topics."—Ed. S.J.]

On the 11th inst., on an application by the Incorporated Society of Provincial Notaries Public of England and Wales to Sir Lewis Dibdin, Master of the Faculties, the name of Mr. John Milton Kerr was ordered to be removed from the roll of notaries.

## New Orders, &c.

### Colonial Stock Act, 1900.

(63 & 64 Vict. c. 62).

#### ADDITION TO LIST OF STOCKS UNDER SECTION 2.

PURSUANT to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock, registered or inscribed in the United Kingdom:—

Queensland Government 3½ per cent. Inscribed Stock (1950-1970).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to Colonial Stocks (see Colonial Stock Act, 1900, section 2).

Treasury Chambers, S.W., 14th June, 1911.

## CASES OF THE WEEK.

### House of Lords.

**FLETCHER (FORMERLY HEWITT) AND OTHERS v. OWNERS OF THE S.S. "DUCHESS."** 15th June.

MASTER AND SERVANT—INJURY BY ACCIDENT—"ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT"—DEATH OF CAPTAIN OF A SHIP BY DROWNING FROM A PUBLIC QUAY—WAITING FOR BOAT TO RETURN TO SHIP—FATAL RISK NOT SPECIALLY CONNECTED WITH HIS EMPLOYMENT—ONUS OF PROOF—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1. (1).

*The captain of a small coasting vessel went ashore in the evening, and, after going to an hotel not far from the quay, returned to the quay, and hailed a boat to come from the ship to take him aboard. While waiting for the boat, he fell into the water and was drowned. The evidence was equally consistent with his having gone ashore on ship's business or for his own purposes.*

*Held, that the applicant had not discharged the onus of proving that the accident arose out of and in the course of his employment.*

*Per Lord Loreburn: The risk from which he perished was not one specially connected with his employment.*

*Decision of Court of Appeal (54 SOLICITORS' JOURNAL, 325; 1910, 1 K. B. 722) affirmed.*

Appeal from an order of the Court of Appeal setting aside an award of His Honour Judge Moss of the County Court of Flint. The appellant, Ann Fletcher, was, at the date of the hearing of the claim, the widow of Thomas Hewitt, who at the time of his death was master of the s.s. *Duchess* owned by the respondents. On the night of the 29th of December, 1908, Hewitt left his ship, which was lying in Bangor Roads, and went ashore to the Union Hotel, distant some hundred yards from the quay. About 11 p.m. he returned to the quay, and hailed his ship for a boat to take him on board. He was not heard for some time, but eventually a boat was put off from the ship. Before it could reach him he fell off the quay and was drowned. The county court judge, following *Low v. General Steam Fishing Co.* (53 SOLICITORS' JOURNAL 765; 1909, A. C. 529), made his award in favour of the applicant. On appeal, the award was set aside on the ground that evidence being equally consistent with the deceased having gone ashore on ship's business or for his own purposes, the applicant had not discharged the onus of establishing that the accident "arose out of and in the course of his employment." The applicant appealed to this House in *forma pauperis*. Without hearing counsel for the respondents,

Lord LOREBURN, C., moved that the appeal should be dismissed. The evidence was, that Hewitt fell over the quay when waiting to return to his ship. It was not established by the evidence that he had gone ashore on the ship's business. In his lordship's opinion, the risk from which he perished was not one specially connected with his employment, such as might be a risk from crossing a plank or a gangway leading to the ship or going in a boat to the ship.

Lords ATKINSON, GORELL and ROBSON concurred, and the appeal was accordingly dismissed.—COUNSEL, *Greer, K.C.*, and *Robert Gething*, for the appellant; *Atkin, K.C.*, and *Alexander Neilson*, for the respondents. SOLICITORS, *Bower, Cotton, & Bower*, for *Hughes & Hughes*, Flint; *Butterell & Roche*.

[Reported by EBBEINE REID, Barrister-at-Law.]

## High Court—Chancery Division.

**Re WILLIS, SPENCER v. WILLIS.** Eve, J. 14th June.

WILL.—DEVISE OF HOUSE AND PREMISES—"IN WHICH I NOW RESIDE"—ADDITIONAL LAND PURCHASED AFTER DATE OF WILL—POWER TO INVEST IN PREFERENCE STOCK—INVESTMENT IN PREFERENCE SHARES.

*A testator devised his "house and premises, known as Ankerwyke, in which I now reside," to his wife. Between the date of his will and his death he purchased additional land, which he occupied with the house until his death.*

*Held, that the additional land passed under the devise of the house and premises.*

*The testator empowered his trustees to invest in preference stock of any company in the United Kingdom.*

*Held, that the trustees were not authorized to invest in preference shares.*

This was an adjourned summons, asking: (1) What passed under the devise of "my freehold house and premises known as Ankerwyke," and (2) whether the trustees were authorized to invest in preference shares. By his will, dated December, 1885, the testator, who died in 1901, devised to his wife "all that my freehold house and premises known as 'Ankerwyke,' in which I now reside, subject to any mortgage subsisting thereon, to hold unto my said wife, her heirs and assigns for ever." The testator empowered his trustees to invest upon "debentures or debenture stock or preference stock of any railway or other company in the United Kingdom." The testator purchased the house "Ankerwyke" in February, 1884. In July, 1885, he purchased a piece of land on the opposite side of the road, which he used as a garden and tennis lawn. In June, 1898, he purchased another piece of land adjoining the house, which he used as a kitchen garden, and in November, 1898, he purchased another piece of land adjoining the tennis lawn, which he used as a paddock. All these three pieces of additional land were occupied, together with the house, by the testator until his death. The trustees of the will proposed to invest part of the trust funds in the preference fully-paid shares of an English company.

EVE, J.—I am much obliged to counsel for the assistance they have given me in deciding this case. By his will dated in December, 1885, the testator, who died in 1901, devised to his wife "all that my freehold house and premises known as Ankerwyke, in which I now reside." In the interim between the date of his will and the date of his death the testator added to the property by the purchase of additional land, part of which adjoined the house, and part of which was on the opposite side of the road. The first question is whether the devise of the house and premises is limited to the state of the property at the date of the will, or whether it includes the additional land, held with the house at the time of the testator's death. That question turns upon whether the words "in which I now reside" are an essential part of the gift, or whether they are merely descriptive and not intended to cut down the devise. At first, after hearing Mr. Luxmoore, I thought that the words were an essential part of the gift, and that the devise passed only what belonged to the house at the date of the will. But Mr. Cozens Hardy called my attention to *Re Champion* (1893, 1 Ch. 101, 107), and I have come to the conclusion that the words are not vital, but are only an additional description, and do not cut down the gift. I hold, therefore, that what passed by the devise was the house and premises known as Ankerwyke at the time of the testator's death. Then the question arises: What did the house and premises include? The testator originally purchased a piece of land, and erected a dwelling-house upon it. He then purchased a plot of ground opposite the house on the other side of the road, which he made into a garden and tennis lawn. Subsequently he purchased another piece of land adjoining the house, which he added to the garden, and finally he purchased another plot on the opposite side of the road, which he used as a paddock. At his death the testator was in occupation of the house and the whole of the land, and he devised the "house and premises" to his wife. The question is, what did the house and premises include at his death. According to the authority of *Steele v. Midland Railway Co.* (L. R. 1 Ch. 275), all the land passed which was necessary for the convenient occupation of the house, and I must give some meaning to the word "premises." I hold, therefore, that the widow is entitled to all the plots of land occupied by the testator with the house. Then with regard to the investment clause. The testator empowered his trustees to invest upon debentures, debenture stock or preference stock in any company in the United Kingdom, and the question is whether the power authorizes the trustees to invest in fully paid preference shares. I do not gain much assistance from the cases on wills. The proper way to approach the question is to consider whether there is any difference between preference stock and preference shares, and if there is any difference I ought not to hold that preference stock includes preference shares. I agree with Lord Pearson in *Henderson v. Henderson's Trustees* (37 S. L. R. 976) that there is a distinction between the two, although it is minute, and I therefore hold that the trustees are not authorized to invest in preference shares.—COUNSEL, *J. W. F. Benumont*; *Cozens-Hardy*; *Fairfax*; *Luxmoore*. SOLICITORS, *Tippett*; *Woodcock*, Ryland, & *Parker*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**STUART & SIMPSON v. HALSTEAD.** Eve, J. 13th June.

CONTRACT—RESTRAINT OF TRADE—ADVERTISING AGENT—MANAGER—COVENANT NOT TO ENGAGE IN SIMILAR BUSINESS IN UNITED KINGDOM—RESTRAINT TOO WIDE—SPECIAL CIRCUMSTANCES.

*A covenant by an employee of an advertising agent that he would not carry on, or be engaged directly or indirectly in, any similar business in any part of the United Kingdom is too wide, and therefore void.*

This was a motion for an injunction to restrain the defendant from carrying on or being engaged in any business similar to that carried on by the plaintiffs in any part of the United Kingdom. The plaintiffs carried on business as advertising agents, and the defendant was employed by them as a manager, and she entered into an agreement that



she would not carry on or be engaged directly or indirectly in any business similar to that carried on by the plaintiffs and in which she acted as manager in any part of the kingdom of Great Britain and Ireland. Subsequently the defendant left the plaintiffs' service and entered the employment of a rival firm, the Trade Extension Co. The plaintiffs thereupon launched this motion, alleging that it was essential for their protection that the injunction should be granted.

EVE, J.—This is an application for an injunction to restrain the defendant from acting as an advertising agent, and, in particular, from entering the employment of the Trade Extension Co. The nature of the business is to advertise and push certain articles in industrial centres by means of lady canvassers going from house to house. In 1909, the defendant entered the employment of the plaintiffs, and in September, 1910, was appointed manageress. After that circumstances arose which made it seem desirable to the plaintiffs to get agreements from their employees, and accordingly they sent an agreement to the defendant, which she kept for some weeks, and ultimately signed in January last. I am satisfied that the defendant understood the effect of the agreement. Within a few months she left the service of the plaintiffs and entered the employment of a rival firm called the Trade Extension Co. as saleswoman, and if the agreement were otherwise enforceable, I should hold that she had become engaged in a business similar to that carried on by the plaintiffs, and that the agreement prevented her from acting as such saleswoman. But the question here is whether I ought to enforce this agreement on an interlocutory application. I agree with every word of the judgment of Lindley, M.R., in *Underwood v. Barker* (1899, 1 Ch. 300), and especially where he says, if there is one thing more than another essential to the trade and commerce of this country, it is the inviolability of contracts deliberately entered into. The restraint, therefore, according to the authorities, is *prima facie* void, and could only be justified, as was said in *Nordenflett's case* (1894, A. C. 535), by special circumstances. Are there any such special circumstances here? The only evidence is that this business is carried on all over the United Kingdom to this extent, that they are prepared to enter into contracts anywhere within that area. Further, I have this, that the plaintiffs say that the defendant has acquired a knowledge of the details of the business, but I do not see myself what secret information she could have acquired. Then they say it is essential that they should be protected, which only means that they are advised that they have a good cause of action. I do not think I ought to accept the statement that protection is essential, unless the grounds for such statement are proved. I have to be satisfied that there are special circumstances before saying that the defendant ought not to carry on business in the United Kingdom. I am not justified in assuming that an injunction is reasonably necessary for the plaintiffs' protection. Under these circumstances, I make no order on the motion, except that the costs be costs in the action.—COUNSEL, *Patrick Hastings; Ward Coldridge*. SOLICITORS, *W. H. Martin & Co.; Maddison, Stirling, Hamm, & Davies*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## CASES OF LAST SITTINGS. House of Lords.

KITCHENHAM v. S.S. "JOHANNESBURG" (OWNERS OF).  
2nd June.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—ACCIDENT—SEAMAN ON SHORE FOR HIS OWN PURPOSES WITH PERMISSION—EVIDENCE THAT HE WAS RETURNING IN THE EVENING TO RESUME DUTIES ON HIS SHIP WHICH WAS THEN ALONGSIDE QUAY—SEEN TO PASS QUAY GATES—HEARD TO FALL INTO THE WATER CLOSE TO GANGWAY—DROWNED—WORKMEN'S COMPENSATION ACT, 1906, s. 1 (1).

A seaman, who had been on shore by permission, in returning late in the evening to the ship had reached the gangway connecting the ship with the quay when he appeared to have made a false step and was heard to fall into the water. Nothing more was known, and his body was found the next morning near the ship. The county court judge held that there was evidence on which the widow's claim could be supported, as the inference to be drawn was that the accident arose out of and in the course of the man's employment. The Court of Appeal reversed that decision on the ground that it was not established by the evidence that the accident arose out of the employment. The widow appealed.

Held, that the decision appealed from was right.

Appeal by the applicant from a decision of the Court of Appeal (reported 55 SOLICITORS' JOURNAL, 124; 1911, 1 K. B. 523). The applicant was the widow of a man who was employed as a steward on board the s.s. *Johannesburg*, and the question was whether such evidence as there was entitled the widow to claim compensation on the ground that the accident arose out of and in the course of the deceased man's employment. The evidence was as follows:—The vessel was lying alongside the quay at South Shields. Kitchenham was retained as steward while the vessel was in dock, and had his meals and slept on board, but he was entitled to go ashore, and did so after his tea on the day in question, in order to send some money to his wife. The night was dark—it was the end of December—and when he was returning to the ship, about 10.25 in the evening, the

man on duty at the dock gates saw him pass, and go in the direction of the ship. A few minutes later, the watchman on board the ship heard a man call out, "man overboard," and also simultaneously heard a splash in the water between the ship's side and the quay near the gangway, which was the only mode of getting on the ship. Nothing more was known until his body was found the next morning in the water near the ship. The county court judge awarded the widow £250 compensation. The Court of Appeal set aside that award, holding that it had not been shewn that the accident, although it arose in the course of the man's employment, arose also out of the employment. Between the time when the county court judge—his Honour Judge Howland Roberts—gave his award, and the decision of the Court of Appeal, this House had considered a similar question raised in the case of *Moore v. The Manchester Liners (Limited)* (54 SOLICITORS' JOURNAL, 703; 1910, A. C. 498), and it was thought that the facts here proved would, following the principle laid down in *Moore's case*, entitle the applicant to succeed in this appeal. The argument turned almost entirely on the judgment given in that case. Without hearing the respondents.

LORD LOREBURN, C., said: I think this appeal fails. It is another of the very numerous cases in which the question is whether the accident arose "out of and in the course of" the workman's employment—words it is admitted of inexhaustible variety of application, according to the nature of the employment and the character of the facts proved. The facts in each case are infinitely different, and if we are on each argument to discuss and differentiate them one from another, judgments in courts of law would be interminable, and would lead rather to confusion than to enlightenment. I am going only to say that I agree with Lord Justice Moulton's judgment in the Court of Appeal. In my view he correctly states the result of the decision in this House in the case of *Moore v. The Manchester Liners (Limited)*, decided by your lordships last year. In the present case we are to say, first, whether this accident was in the course of employment. I think it was. The return of the man to his ship was in the course of his employment. We are next to say, did the accident "arise out of" his employment? I think not. I think it arose from a risk common to everyone—namely, falling from a quay into the water, and was not specially connected with the man's employment.

LORDS ATKINSON, SHAW OF DUNFERMLINE, and ROBSON concurred. Appeal dismissed.—COUNSEL, *Ernest Pollock, K.C., and S. J. Duncan*, in support of the appeal; *J. R. Atkin, K.C., and Alexander Neilson*, for the respondents. SOLICITORS, *John J. Hands & Lindo; Botterell & Roche*.

[Reported by ERNEST REID, Barrister-at-Law.]

## Court of Appeal.

HARDING v. BRYNDU COLLIERY CO. (LIM.). No. 2. 2nd June.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—SPHERE OF EMPLOYMENT—SERIOUS AND WILFUL MISCONDUCT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1) (c).

A workman who, for the purposes of his employment, goes into a place which he is expressly forbidden to enter, and there meets with an accident, is guilty of serious and wilful misconduct within the Workmen's Compensation Act, 1906, but is not acting outside the course of his employment so as to deprive his dependants of the benefits of the Act in the case of his death from the accident.

This was an appeal from the award of the judge of the Bridgend County Court, sitting as arbitrator under the Workmen's Compensation Act, 1906. Harding was employed as a collier by the defendant company. In November last he was engaged with two other colliers to drill a hole from above into a stall below to let out the gas, in order to enable the stall to be worked. The entrance to this stall from below had been blocked with cross-boards to shew that it was unsafe for anyone to enter, in accordance with the colliery special rules, and the men were by these rules expressly forbidden to enter any working so blocked without special leave. Harding and his mates had worked the drill some 5 ft. into the ground without getting into the stall below, and he asked a fireman and overlooker if he might go into the stall from below to ascertain from the blows on the drill above, and by working from underneath, if necessary, whether the drill was being driven in the right direction. The fireman told Harding he was not to go, as the stall was unsafe. Notwithstanding this, Harding went round and entered the stall from below; he was heard by his mates above tapping against the roof of the stall, and then all sounds ceased. On some of his mates going round, Harding was discovered in the stall suffocated by the gas. His dependants claimed compensation, which the county court judge awarded, giving the dependants £300. The employers appealed.

THE COURT (COZENS-HARDY, M.R., and KENNEDY, L.J., BUCKLEY, L.J., *dissentiente*) dismissed the appeal.

COZENS-HARDY, M.R.—I desire to repeat what I said in the recent case of *Weighill v. South Heaton Coal Co. (Limited)* (4 Butterworth's Compensation Cases, 141), that serious and wilful misconduct within the scope of the employment does not prevent the dependants from claiming compensation, but wilful misconduct outside the scope of his employment does not bring the accident within the scope of the employment. The real question of difficulty is this, Was the sphere of employment so limited and defined as to exclude the "top hole," or was

his entrance into the "top hole" merely an act done honestly in furtherance of the object which he was instructed to effect—namely, to tap the gas by means of a drill hole? In my opinion the latter is the true view. This case in no way resembles the case which was recently before us, where a collier who was employed to hew coal in a particular part of the mine deliberately and for his own advantage went to a different part of the mine where the coal was softer. In that case we held that by so doing he had departed from the course of his employment. So, in the present case, if Harding had entered the "top hole" with the object of working coal there, and not with the view of assisting the drilling operation, I think the employers would not be liable. In my opinion he was engaged in the drilling operation, although he was guilty of serious and wilful misconduct in entering the "top hole." I have had the opportunity of considering the very recent case of *Convery v. Pumphreyston Oil Co. (Limited)* (1911, 1 Scotch Law Times, p. 440), a case which is really undistinguishable from the present case, and I have the satisfaction of finding that the view which I have taken is supported by the high authority of the judges of the First Division. In my opinion the appeal fails, and must be dismissed with costs.

BUCKLEY, L.J., in the course of his dissenting judgment, said that the purpose of the man's employment was to drill a hole. But he was employed to do that act in one place to the exclusion of other places, and when he went to those other places he was outside the course of his employment. The man went to the stall wholly for the purpose of his employment, but he went out of his employment because the employment was to do an act in one place to the exclusion of other places. The test was not whether a man in the course of his employment went to a forbidden place. The distinction to be drawn was, had the man done an act outside the scope of his employment or had he in doing an act within the scope of his employment been guilty of serious and wilful misconduct? In his lordship's opinion the present case was of the former description.

KENNEDY, L.J., delivered judgment agreeing with the Master of the Rolls.—COUNSEL, C. A. Russell, K.C., and Harold Morris; Atkin, K.C., and Shakespeare. SOLICITORS, Barlow, Barlow, & Lyde; Smith, Rundell, & Dods, for Morgan, Barnes, & Nicholas, Pontypriid.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

*Re IND, COOPE, & CO. FISHER v. THE COMPANY. KNOX v. SAME. ARNOLD v. SAME.* Warrington, J. 24th May.

COMPANY LAW—DEBENTURES—ASSIGNMENT OF BOOK-DEBTS—PRIORITY—RIGHTS OF MORTGAGEE—RENTS IN ARREAR—FLOATING CHARGE—CUSTOMS "DRAWBACKS"—NOTICE.

A company created debenture stock secured by a specific charge on certain of the company's property, and by a floating charge on the general assets. Subsequently the company, in consideration of their bankers continuing to do business with them, assigned to them certain book-debts, including rents in arrear, and "drawbacks" owing from the Customs authorities. The rents in arrear were partly payable in respect of property comprised in the specific charge under the debenture trust deed, partly of property not so comprised.

Held, that in respect of the property not comprised in the specific charge, the rents in arrear were assignable in priority to the debenture holders; in respect of the property comprised in the specific charge, the rents in arrear were not so assignable; and that the "drawbacks" were assignable in priority to the debenture holders.

This was an application to determine whether the respondents, Messrs. Wilde and Honniball, as trustees for the London City and Midland Bank were entitled to certain specific assets of Ind, Coope & Co., which had been assigned to them in priority to the several series of debenture stock which had been created by the company. In 1890 the company created debenture stock which ultimately amounted to £750,000, secured by a debenture trust deed of the 12th of September, 1890, whereby certain freehold and leasehold properties were specifically mortgaged to the trustees for the debenture-holders, and a general charge was created upon the company's assets, subject to a provision that the company, in the course of and for the purpose of carrying on its business, might "sell, lease, charge, exchange, or otherwise deal with the property for the time being of the company" other than the property specifically mortgaged. In 1896 the company created £500,000 debenture stock, and executed a trust deed, dated the 29th of May, 1896, creating a specific charge on certain property not comprised in the previous mortgage, and also a general charge, to rank as a floating charge on the assets of the company, subject to a provision that the company might "sell, alienate, mortgage, charge, lease, pay dividends out of profits, or otherwise dispose of or deal with such assets in the ordinary course of its business." In 1900 the company created irredeemable mortgage debenture stock, and executed a trust deed creating a specific charge on specified premises and a floating charge on the assets of the company. In 1906 the company issued a further series of securities, called premium bonds, creating a floating charge. By deeds dated the 1st of August, 1908, and the 18th of September, 1908, the company assigned to Messrs. Wilde and Honniball, as trustees of the London City and Midland Bank, in consideration of the bank continuing to do business with the company, certain book debts, which included rents in arrears, and "drawbacks" owing from the Customs authorities in respect of beer

which had been exported by the company. These arrears of rents consisted partly of rents payable in respect of premises specifically charged by one or other of the mortgage deeds, and partly in respect of premises not specifically charged. On the 5th of January, 1909, receivers were appointed under each of the trust deeds, and notice was given to the tenants of the company. The question before the court was whether the respondents were entitled to receive the book debts assigned to them in priority to the debenture-holders.

WARRINGTON, J., after stating the facts, continued: After the appointment of the receivers for the debenture holders, I must take it that the mortgagees, through the receiver, put an end to the right of the company as mortgagor to receive the rents. The rents assigned by the deeds of 1908 were still unpaid. Those rents were partly rents payable in respect of premises specifically charged, partly in respect of premises not so charged. As to the latter, inasmuch as the trustees for the debenture-holders were not mortgagees in the proper sense, and had no right to go into possession, and were not the reversioners expectant upon the leases and tenancies, they had no right to receive the rents in arrear. Therefore, with regard to the rents payable in respect of property not specifically charged, I think the respondents were entitled to priority over the debenture stock holders. With regard to the properties specifically charged, the leases were in all cases granted subsequently to the mortgages, and the question is, as to these rents, whether the mortgagees, by taking possession, did or did not become entitled to the rents in arrear. [After referring to *Moss v. Goldimore* (1 Smith's Leading Cases) and *Rogers v. Humphreys* (4 A. & E. 299), the learned judge continued:] It seems to me that the rents in arrear would be in fact part of the specific charge, and therefore it would not be in the power of the company to assign them in priority to the trustees for the debenture-holders. It is said that the principles of the two cases I have cited have been overruled, and reliance is placed on section 25, subsection 5, of the Judicature Act, 1873, and section 10 of the Conveyancing Act, 1881. But those two provisions do not affect the rights of the parties as established at common law. All that those sections do is to create a mode of procedure, and they were not intended to disturb the rights of the mortgagee as the reversioner expectant on leases created before the mortgage, or subsequently, in pursuance of a power thereunder. Now as to the "drawbacks." These are sums due to the company from H.M. Customs, arising under the Inland Revenue Act, 1890, s. 36. The amount of the "drawback" becomes, when the proper formalities have been observed, a debt due from the Crown. The company assigned that debt to the respondents; *prima facie* that assignment would take priority of the debentures, because it was executed while the debentures were still a floating charge, and while the company had the express power of assignment. But the assignees did not give notice of their assignment to the Crown. The receiver, on taking possession, did give notice, having knowledge of the previous assignment to the bank, and it is contended that the debenture holders are now entitled to priority by reason of their prior notice to the debtor, viz., the Crown. Had there been nothing more in the case than a charge covering these particular debts, and I had to determine which of the two assignees had priority, the matter would be settled by the well-known principle that he who first gives notice to the debtor has priority. But in this case there is a floating charge, prior to the specific assignment, but containing an express stipulation authorising the company to create a charge which should have priority over it. The point has been decided by Chitty, J., in *Ward v. Royal Exchange Shipping Co.* (58 L. T. N. S. 174). The debenture-holders have contracted by the terms of their debenture that a charge created on the specific parts of the property shall have priority over their debentures, and they are therefore not at liberty to displace that priority by being first to give notice to the debtor. There is one other point. When the receiver was appointed, a large sum was owing to the Crown in respect of duty. The receiver paid that in full, but now says that the Crown might have set off the drawbacks against the duty, and that the amount of the drawbacks should be credited to him in part payment of the duty, as, in view of the set-off, there was no debt owing from the Crown. But this is not so; the drawbacks were not in fact set off against the duty, so the debt is still subsisting. The result is that the drawbacks in question are payable to the respondents in priority to the debenture-holders.—COUNSEL, G. Cave, K.C., and Whinney; F. Dodds; Pepsy, for the debenture holders; T. H. Carson, K.C., and H. C. Holden, for the respondents. SOLICITORS, Davidson & Morris; Burn & Berridge; Nash, Field, & Co.; Alfred Allistone.

[Reported by E. C. CARRINGTON, Barrister-at-Law.]

*Re WALMSLEY'S SETTLED ESTATES.* Eve, J. 26th May.

SETTLED LAND—PERSON HAVING POWERS OF TENANT FOR LIFE—EXECUTORY GIFT OVER—INFANTS—SETTLED LAND ACT, 1882, s. 58, SUBSECTION 1 (ii.).

A testator by his will devised certain freehold property upon trust for his daughter for life, and after her death for her children who, being sons, should attain twenty-one, or, being daughters, should attain that age or marry. The daughter died in July, 1910, leaving four children, the eldest of whom attained twenty-one in February, 1909.

Held, that the eldest child was entitled to the entirety of the rents until the next child attained a vested interest, and therefore was a person having the powers of a tenant for life under the Settled Land Act, 1882, s. 58, sub-section 1 (ii.).

This was an adjourned summons from the Manchester District Registry asking whether the child or children of the marriage of E. A.



Walsley, who should, for the time being, have attained twenty-one years, had the powers of a tenant for life of the shares of the settled hereditaments which had not indefeasibly vested. By his will W. Walsley gave certain freehold premises upon trust for his widow, who died in 1886, for life, and after her death in trust for his daughter, E. A. Walsley, if she should attain the age of twenty-one, or marry, for her separate use; and after her death in trust for such child or children of hers as being a male should attain the age of twenty-one, or being a female should attain that age or marry, but free from the control of their husbands, in equal shares, and if only one such child should attain that age in trust for such one child. The testator's daughter married in 1887, and there were four children of the marriage—viz., the applicant, M. M. P., who attained twenty-one in February, 1909, and the three infant respondents. The testator's daughter died in July, 1910. The applicant married in December, 1908, and by a settlement of the 7th of October, 1910, all the applicant's one equal undivided fourth share and all other, if any, the shares to which she might thereafter become entitled in the event of the death of the infant respondents while under age in the said hereditaments, were assured upon trust for sale and conversion, and to pay to or permit M. M. P., during her life, to receive the income of the trust premises for her separate use without power of anticipation, and in default of appointment upon trust for her children equally. It was argued that the applicant was tenant in fee simple, with an executory gift over of three-fourths of the settled hereditaments, and *Re Averill* (1898, 1 Ch. 523) was referred to.

Eve, J., held that the children who should attain the age of twenty-one would take the whole income of the property subject to divesting of proportionate parts on other children attaining that age. Under section 58 of the Settled Land Act, 1882, the child who had attained twenty-one had the powers of a tenant for life under the Act in respect of the shares which had not become indefeasibly vested, and the applicant was entitled to possession of the premises.—COUNSEL, *E. Firth; F. Hodgson; H. Johnston*. SOLICITORS, *W. S. Woodcock, Bamber Bridge; William Bramwell, Preston; William Johnston, Stockport*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—King's Bench Division.

FEAR AND OTHERS v. VICKERS. Div. Court.  
2nd, 3rd, and 24th May.

RIPIARIAN OWNERS—RIGHTS INTER SE—INTERFERENCE WITH BED OF WATERCOURSE—FLOW OF WATER TO MILL LESSENEE.

There is nothing unlawful, per se, in a riparian owner "interfering" with the bed of a river which is vested in him, and his right is not confined to removing weeds or cleansing the river bed. What is unlawful is to deprive a lower riparian owner of the flow of water to which he is entitled—i.e., the flow of water along the natural bed of the watercourse, subject only to any prescriptive right he may have acquired.

If the natural bed has been artificially altered by foreign substances being placed or thrown into the river, or by their being washed down the river in time of storm, there is nothing unlawful in the upper riparian owner removing such obstruction, and in removing them diminishing or increasing the flow of water which the lower riparian owner has been enjoying owing to the obstructions. But this right is subject to the qualification that if a watercourse has been permitted by an upper riparian owner to be artificially altered, and the water has been permitted to flow along such artificially increased bed for such time as to create a right by prescription—if the whole watercourse is artificial—the lower riparian owner is entitled to have such flow undisturbed.

Appeal from the county court. The action was brought by the executors of a mill-owner to restrain the defendant, an upper riparian owner on both sides of a river, from interfering with the bed of the main river so as to divert the water from flowing down a cut to the plaintiffs' mill, and for a mandatory injunction to restore the river bed to the condition it was in before the said acts of interference, and for damages. In October, 1910, the defendant removed a large quantity of stones, chalk, pieces of iron, etc., from the main branch of the river near to the cut leading to the plaintiffs' mill, and levelled the bed. The plaintiffs complained that the excavations lowered the main branch and diverted a great deal of water which otherwise would have flowed down to their mill. Their evidence was directed to shewing that the stones, slabs of chalk, etc., had become so embedded and consolidated in the river bed as to have become part of the river bed and irremovable. The defendant's evidence was directed to shew that the plaintiffs were receiving the full flow of water to which they were entitled, that all that he had done was to remove obstructions from the river bed which had been placed or thrown there in the last twelve months or thereabouts, the brick-bats, &c., having been put in to form a breakwater, and that if any part of the natural bed had been interfered with no more had been done than could not be avoided in the course of removing the obstruction. In his summing up the county court judge told the jury that the

question for them was whether what the defendant's men did was a substantial interference with the bed of the river as distinguished from mere weed cutting or mere cleansing of the river, that the main question hinged entirely on what was done there and what the substance was which was removed. "A riparian owner," said the judge, "has the right to remove obstructions, to cut weeds, and he has the right to deal with anything in the nature of an obstruction, so long as it is not an old long-standing obstruction forming part of the bed of the river, which interferes with the due flow of the water down the river. There his rights end. He has no right, I think it is not too wide to say, in any circumstances, to deal with the bed of the river. He can only deal with obstructions to the flow of water which are obstructions other than the bed of the river, and if anything happened to be an obstruction and it is part of the ancient bed of the river he has no right to deal with it or remove it, although it may possibly decrease the flow. Therefore the crux of the whole thing you will have to decide is: Was what these men did on this occasion, on the 18th and 19th of October, any interference by them with the bed of the river as distinguished from the mere renewal of obstructions, whether weed or stones. The old cases decide, so far as I gather, that there may be things and matters which may be in the bed of the river which do not properly belong to the river, such as gravel or chalk, or malm, or anything, but if they have been there for years, and have consolidated themselves as a part of the bed of the river they become in law as irremovable as the bed of the river." The judge left the following questions to the jury: (1) "Was the bottom of the river at the spot in question the natural bed of the river?" A. "Yes." (2) "Were there any brick-bats or other foreign matters there?" A. "Yes, a very small quantity." (3) "Was any portion of the bed of the river exclusive of the brick-bats, &c., removed by the defendant's men on the 18th of October, 1910?" A. "Yes." (4) "If so, did such removal lessen the flow of water down the Fishlake Cut to the plaintiffs' mill and interfere with the working of the mill?" A. "Yes." On those findings judgment was given for the plaintiffs and an injunction and a mandatory injunction were granted. The defendant appealed. *Cur. adv. vult.*

LUSH, J., delivered the judgment of the court (PICKFORD and LUSH, JJ.) Having stated the facts as set out *supra*, he continued: In our opinion this is a wrong direction. The real question in the case seems to us to have been obscured, if not completely overlooked, and the real case and the facts that bear upon it do not appear to have been properly presented to the jury. Moreover, we think that a burden has been placed upon a riparian owner to which he is not properly subjected. The real and only question we think was whether the plaintiffs had been deprived of the flow of water to which they were entitled. There is nothing unlawful *per se* in a riparian owner "interfering" with the bed of a river which is vested in him, and his right is not confined to removing weeds, or cleansing the river bed, as the learned judge suggested. What is unlawful is to deprive a lower riparian owner of the flow of water to which he is entitled. The question which should, as it seems to us, have been considered, and as to which the jury ought to have been directed is: what was that flow and had it been diminished by any wrongful acts of the defendant? All that the plaintiffs were entitled to was to have undisturbed the flow of water along the natural bed of the watercourse, subject only to any prescriptive right they might have acquired, to which I will refer in a moment. If the natural bed had been artificially altered by foreign substances being placed or thrown into the river, or by their being washed down the river in time of storm, there is nothing unlawful in the upper riparian owner removing such obstructions, and in removing them diminishing or increasing the flow of water which the lower mill owner had been enjoying owing to the obstructions. Such right is, however, in our opinion, subject to this qualification: if a watercourse has been permitted by an upper riparian owner to be artificially altered, and the water has been permitted to flow along such artificially increased bed for such a period of time as would create a right by prescription, if the whole watercourse was artificial, we think that the lower riparian owner would be entitled to have such flow remain undisturbed by the riparian owner who had permitted it to be enjoyed for the necessary period. We know of no other right in the lower riparian owner, and it is not, in our opinion, correct to say either that the upper riparian owner is doing an unlawful act if he interferes with the bed of the river, which is vested in him, or to say that obstructions which are of long standing, or which have become consolidated in the river bed, have become part of the bed of the river and cannot be lawfully removed. We think, further, that in connection with the directions, the questions left to the jury were wrong questions, if not immaterial and irrelevant. It is true that in the first question the judge asked the jury whether what was removed was part of the natural bed of the river, but the directions which he had given them had defined the natural bed, as it seems to us, to be the natural bed plus the obstruction which had become consolidated into it, or had been there for years and years, and in the third question the judge seems to use "bed of the river" apparently in the same sense. Certainly no distinction was drawn there between the natural and the artificially deepened bed. The proper question, in our opinion, was whether the defendant had interfered with the plaintiffs' rights, as riparian owners, to the flow of water down the river, to which they were entitled. [The learned

judge then dealt with another point with which this report is not concerned), and the court ordered the verdict to be set aside, and that there should be a new trial.—COUNSEL, for the plaintiffs, *M. Cababi*; for the defendant, *J. B. Mathews*. SOLICITORS, *Tyles, Mortimer, & Atlee*; *Parkes & Co.*, for *H. J. King*, Wilton.  
[Reported by C. G. MORAN, Barrister-at-Law.]

## Societies.

### The Law Society.

#### ANNUAL GENERAL MEETING.

The annual general meeting of the members of this society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 7th

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 7TH OF JULY, 1911.

Name of Candidate.	Address.	Names of Nominators.	Address.
The Hon. Walter Bernard Louis Barrington.	57½, Old Broad-street, London, E.C.	Henry James Johnson ... .. William John Humfrys ... .. Charles Henry Morton ... .. Henry James Johnson ... .. Edwin Freshfield ... ..	101, Leadenhall-street, London, E.C. Hereford. 5, Cook-street, Liverpool. 101, Leadenhall-street, London, E.C. New Bank Buildings, 31, Old Jewry, London, E.C.
*John James Dumville Botterell ...	24, St. Mary Axe, London, E.C.	Edward Francis Turner ... .. Henry James Johnson ... .. Philip Witham ... ..	115, Leadenhall-street, London, E.C. 101, Leadenhall-street, London, E.C. 1, Gray's-inn-square, London, W.C.
*John Wreford Budd ... ..	24, Austin Friars, London, E.C.	Henry James Johnson ... .. William John Humfrys ... .. Charles Henry Morton ... ..	101, Leadenhall-street, London, E.C. Hereford. 5, Cook-street, Liverpool. 101, Leadenhall-street, London, E.C.
Alfred Davenport ... ..	48, Chancery-lane, London, W.C.	Henry James Johnson ... .. Charles Douglas Medley ... .. William Thomas Munby Snow ...	101, Leadenhall-street, London, E.C. 36, Lincoln's-inn-fields, London, W.C. The Close, Exeter.
*Walter Dowson ... ..	19, Surrey-street, Strand, London, W.C.	Henry Campion ... .. Henry James Johnson ... .. Charles Henry Morton ... ..	8, Bedford-circus, Exeter. 101, Leadenhall-street, London, E.C. 5, Cook-street, Liverpool.
†Henry Ford ... ..	25, Southernhay West, Exeter ...	(Hon. Secretary of the Associated Provincial Law Societies)	
John Roger Barrow Gregory ...	1, Bedford-row, London, W.C. ...	Henry James Johnson ... .. William John Humfrys ... .. Charles Henry Morton ... ..	101, Leadenhall-street, London, E.C. Hereford. 5, Cook-street, Liverpool. Cambridge.
†*Charles Berkeley Margetts ...	Huntingdon ... ..	Algernon Jasper Lyon ... .. (President of the Cambridge-shire Law Society) Frank Kitchener Peile ... ..	Cambridge.
*Philip Hubert Martineau ...	2, Raymond-buildings, Gray's-inn, London, W.C.	(Hon. Secretary of the Cambridge-shire Law Society) Henry James Johnson ... .. Charles Henry Morton ... ..	101, Leadenhall-street, London, E.C. 5, Cook-street, Liverpool.
*Ernest Fitzjohn Oldham ...	51, Lincoln's-inn-fields, London, W.C.	(Hon. Secretary of the Associated Provincial Law Societies) Henry James Johnson ... .. William John Humfrys ... ..	101, Leadenhall-street, London, E.C. Hereford. 5, Cook-street, Liverpool.
*Sir Albert Kaye Rolitt, LL.D., D.C.L., Litt.D.	St. Anne's Hill, near Chertsey-on-Thames, Surrey, and 3, Mincing-lane, London, E.C.	Charles Henry Morton ... .. Henry James Johnson ... .. Henry Cecil Geare ... ..	101, Leadenhall-street, London, E.C. 51, Lincoln's-inn-fields, London, W.C.
†*Frank William Stone ... ..	Tunbridge Wells ... ..	Henry James Johnson ... .. John Wreford Budd ... .. William Charles Cripps ... .. (President of the Kent Law Society) Herbert Monckton ... ..	101, Leadenhall-street, London, E.C. 24, Austin Friars, London, E.C. Tunbridge Wells. Astley House, Maidstone.

#### LIST OF QUALIFIED MEMBERS PROPOSED AS PRESIDENT AND VICE-PRESIDENT.

William John Humfrys ... ..	Hereford ... ..	Robert Ellett ... .. Henry Child Bealoe ... .. Sir Frank Crisp ... ..	Cirencester. Hereford. 17, Throgmorton-avenue, London, E.C.
Charles Leopold Samson ... ..	9, New Broad-street, London, E.C., and 31, Booth-street, Manchester	Harold George Brown ... ..	2, Bond-court, Walbrook, London, E.C.

#### LIST OF QUALIFIED PERSONS PROPOSED AS AUDITORS OF THE SOCIETY.

John Stephens Chappelow, F.C.A.	10, Lincoln's-inn-fields, London, W.C.	Richard Walter Tweedie ... .. Rayner Maurice Neate ... ..	5, Lincoln's-inn-fields, London, W.C. 16, Southampton-street, Bloomsbury-square, London, W.C.
Charles Gibbons May ... ..	49, Lincoln's-inn-fields, London, W.C.	Robert Emmanuel Le Brasseur ...	49, Carey-street, Lincoln's-inn, London, W.C.
Arthur Pearce ... ..	63, Lincoln's-inn-fields, London, W.C.	Richard Dudley Hoyle ... .. Edward George Pyke ... .. Mitchell Templeton ... ..	4, Clement's-inn, Strand, London, W.C. 63, Lincoln's-inn-fields, London, W.C. 9, King's Bench-walk, Temple, London, E.C.

\* The Candidates marked thus \* are retiring Members of the Council, who, being eligible, have been nominated for re-election.  
† The Candidates marked thus † are proposed in accordance with the scheme of nomination of the Associated Provincial Law Societies pursuant to the resolution of the Society relating to country vacancies, adopted on 5th July, 1907.

## Provincial Meeting of the Law Society.

The Council have accepted an invitation from the Nottingham Incorporated Law Society to hold the provincial meeting this year in Nottingham. It will accordingly be held in that city on Tuesday and Wednesday, the 26th and 27th September next, and the proceedings will, it is expected, be as follows:—

Monday, the 25th September.—Visitors will arrive in Nottingham, and the Vice-President of the Nottingham Incorporated Law Society (Mr. J. J. Spencer) will entertain the members and their friends at a performance to be given at the Theatre Royal, Nottingham.

Tuesday, the 26th September.—Members will meet at the Nottingham University, at 10.30 a.m., when the Mayor (Sir Edward H. Fraser) will take the chair, and having welcomed the members attending the meeting, will vacate the chair. The President of the Law Society will then deliver his address. This will be followed by the reading and discussion of papers contributed by members of the society. The meeting will adjourn from 1.30 to 2.30 for luncheon in the Victoria Hall, and will close at 4.30. In the evening there will be the banquet, which will be held in the Victoria Hall. Tickets will be 25s. each inclusive, and must be obtained from the Honorary Secretaries of the Reception Committee, the Law Library, St. Peter's Gate, Nottingham, on or before the 10th September.

Wednesday, the 27th September.—The meeting will be resumed at 11 a.m., when the reading and discussion of papers will be continued. The meeting will adjourn from 1.30 to 2.30 for luncheon, as on the previous day, and will close at 4.30. In the afternoon members will be invited by the Sheriff of Nottingham (Mr. F. N. Hobson) to a Garden Party at the Castle. Particulars will be contained in a detailed programme which will be issued.

Thursday, the 28th September.—The Nottingham Society have arranged two excursions:—(1) To the Dukeries; (2) to Belvoir Castle. Particulars will be given in the detailed programme. Arrangements are also being made for members to visit public buildings, works, and other places of interest in the neighbourhood. Arrangements will also be made for a limited number of gentlemen to play golf at some of the golf links in the neighbourhood. Each member will be entitled to take a lady to the above entertainments and excursions except the banquet. Should you propose to attend the meeting, I shall be obliged if you will signify your intention, on or before the 1st day of August, to Mr. Arthur Barlow or Mr. T. F. Walker, who are the honorary secretaries of the Reception Committee, at the Law Library, St. Peter's Gate, Nottingham, stating whether you will be accompanied by a lady. The hon. secretaries will then send you further particulars and information as to hotels. The Council will be glad to receive communications from members willing to read papers at the meeting. Should you contemplate favouring the Council with a paper, I am desirous to ask you to let me know the subject of it on or before the 4th day of August. The Council will then consider the subjects proposed, and select such as they consider are the most suitable for discussion at the meeting, and will intimate their opinion to members in time to enable them to prepare their papers. Those members whose papers are not among those selected may, nevertheless, prepare and submit them, and they will be read and discussed should the time at the disposal of the meeting suffice. Subject to the control of the President of the Law Society, each member attending the meeting will be at liberty to speak and vote upon any matter under discussion, but all resolutions expressive of the opinions of the meeting will be framed in the form of recommendations or requests to the Council to take the subjects of such resolutions into their consideration.

S. P. B. BUCKNILL, Secretary.

## The London Solicitors' Golfing Society.

The summer meeting of this society was held on the links of the Manor Club on Saturday, the 17th inst. Mr. Gibson's cup for the best net score for 18 holes was won by Mr. Arthur J. Lamb, with 83—10—73. Mr. Haslam's prize for players with handicaps of between 11 and 18 was won by Mr. J. B. Purchase, with 88—12—76. The prize for the best 9 holes was won by Mr. C. J. Fox, with 40—3½—36½.

## Legal News.

### Changes in Partnerships.

#### Dissolution.

GEORGE FREDERICK DRINKWATER and GEORGE WILLIAM DRINKWATER, solicitors (Drinkwater & Co.), Hyde. March 31. The said George Frederick Drinkwater will carry on business on his own account and in his own name at No. 4, Port-street, Hyde; the said George William Drinkwater will continue to carry on business at No. 9, Ridling-lane, Hyde, on his own account and in his own name. [Gazette, June 16.]

\* The Annual General Meeting of the Solicitors' Benevolent Association will be held at the Nottingham University, on Wednesday, 27th September, at 10.15 a.m.

## General.

A penny-in-the-slot machine, installed in the bar of one of their houses, resulted, says the *Daily Mail*, in Showells Brewery Co., Ltd., being summoned at Smethwick on Monday for allowing their premises to be used for gaming purposes. For the prosecution it was explained that the object of the game was to catch two small balls, worked by means of a spring, in two cups. If the player succeeded he was entitled to receive a small bonus from the machine, which could be exchanged at the bar; if he did not succeed he, of course, lost his penny. The trying and wagering which followed on one Sunday led to nineteen quarts of ale being consumed in twenty minutes. Counsel for the defendants said that the machine was known as the Pickwick. He added that the issue in the case was whether it was a game of skill or a game of chance, and said there had been no conviction as yet for such an offence in respect of the machine. Ultimately the charges were withdrawn on the defendants undertaking to remove the machine and to pay the costs.

Mr. S. O. Henn Collins, writing to the *Times*, calls attention to the powers of the "Insurance Commissioners," who are to be appointed by the Treasury without reference to Parliament. Apart from an uncontrolled power of making regulations affecting matters which may perhaps be considered as administrative—as, for instance, the times at which contributions are to be made by employers (a matter of some importance, having regard to the fact that an employer can only recoup himself for sums paid by him on behalf of his employee out of the wages for the period in respect of which the contribution is made) and the amount of the benefits to be received under certain circumstances—the Commissioners are to be given power by 'regulations,' subject only to the approval of the Treasury and not of Parliament, to extend the scope and operation of the Act to all or any of the persons whom the Bill expressly excludes. Further, these same Commissioners are given power, if the health insurance provisions of the Act as passed will not work, to amend it so as to make it workable. The sole limit to their powers in this behalf appears to be the necessity of obtaining the consent of the Treasury who appointed them.

At the meeting on the 15th inst. of the Standing Committee of the House of Commons on the Copyright Bill, the Committee, says the *Times*, took up clause 8, which provides for the exemption of an innocent infringer from liability to pay damages. An official explanatory memorandum stated that the clause mitigates the stringency of the existing law, ignorance of the existence of copyright being in most cases no defence at present. Mr. Toulmin moved the omission of the sub-section, which provides that if sufficient particulars were before the date of the infringement entered in a register established under the Act the defendant shall be deemed to have had reasonable means of making himself aware that copyright subsisted in the work. He contended that registration should be compulsory, or else there should be some notification on the work that copyright was claimed, otherwise it ought not to count against the defendant. Mr. Buxton stated that the Government could not accept any proposal for compulsory registration, but after some adverse criticism of the subsection, he offered no objection to the amendment, reserving the right on report, however, to introduce words to protect the innocent infringer. The amendment was then agreed to, and the clause as amended was added to the Bill.

Thursday, the 15th inst., being the grand day of Trinity term at Gray's Inn, the treasurer (Mr. Edward Clayton, K.C.), and the masters of the bench entertained at dinner the following guests:—The Right Hon. Lord Barnard, the Right Hon. Lord Strathcona, G.C.M.G., G.C.V.O., the Hon. Mr. Justice Parker, the Speaker of the Union Parliament of South Africa (the Hon. J. T. Molteno, K.C.), the Bâtonnier of the Bar of the Court of Appeal of Paris (M. Busson Billault), the Hon. Sir John Quick, M.P., Sir James Dewar, F.R.S., the Principal of London University (Dr. H. A. Miers), the President of the Law Society (Mr. H. J. Johnson), the President of the Royal College of Surgeons (Mr. Henry T. Butlin), the Vice-Master of Trinity College, Cambridge (Mr. W. Aldis Wright), Mr. S. A. Buckmaster, K.C., Mr. D. Stewart-Smith, K.C., and Mr. John Murray. The benchers present, in addition to the treasurer, were:—Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. C. A. Russell, K.C., Mr. Justice Lush, Mr. T. Terrell, K.C., Mr. W. J. R. Pochin, Mr. Arthur Gill, Mr. Vesey Knox, K.C., Mr. W. P. Byrne, C.B., Mr. J. W. McCarthy, Mr. Montagu Sharpe, Mr. George Rhodes, K.C., with the preacher, the Rev. R. J. Fletcher, D.D.

At the Mansion House dinner to the Judges on Monday, the Lord Chancellor, in reply to the toast of "His Majesty's Judges," said it had long been his opinion that the method and spirit in which British justice was administered throughout the British Empire was one of its mainstays and one of those features of our rule which most maintained the permanence of his Majesty's Dominions. In reply to the toast of "The Profession of the Law," the Attorney-General said that the reputation of his Majesty's Judges did not depend on laudatory phrases employed with regard to them. It was grounded on the justice with which they administered the law, and might he add that their reputation would suffer, indeed it would never have been as great as it was, were it not for the fact that they themselves invited full, free, and frank criticism? The Bench never could be above criticism and never ought to be above it. The moment that the Bench resented criticism, the Bench would have lost a great part of its hold over the minds and the sentiments of the people. So long as criticism was administered in the right spirit, without, of course, imputing any



personal motives, so long would his Majesty's Judges welcome it; and so long as they did welcome it they would continue to hold the high position which they had attained among the community of this country.

**ROYAL NAVAL COLLEGE, OSBORNE.**—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINFEN EADY.	Mr. Justice LEACH.
Monday June 26	Mr Beal	Mr Borrer	Mr Goldschmidt	Mr Leach	Mr Borrer
Tuesday 27	Greswell	Beal	Synge	Beal	Greswell
Wednesday 28	Goldschmidt	Greswell	Church	Beal	Greswell
Thursday 29	Synge	Goldschmidt	Theod	Greswell	Goldschmidt
Friday 30	Church	Synge	Bloxam	Greswell	Synge
Saturday July 1	Theod	Church	Farmer	Synge	
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVANS.	
Monday June 26	Mr Theod	Mr Greswell	Mr Church	Mr Farmer	
Tuesday 27	Bloxam	Goldschmidt	Theod	Leach	
Wednesday 28	Farmer	Synge	Bloxam	Borrer	
Thursday 29	Leach	Church	Farmer	Beal	
Friday 30	Borrer	Theod	Leach	Greswell	
Saturday July 1	Beal	Bloxam	Borrer	Goldschmidt	

### COURT OF APPEAL.

TRINITY SITTINGS, 1911.

(Continued from page 587.)

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

#### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1911.

Gosling v The Mayor, &c, of the Metropolitan Borough of Holborn appl of plfff from judgt of Justices Ridley and Channell, dated March 8, 1911 March 17

Anglo-Continental, &c, Co, ld and ors v McCreath & Sons appl of plffs from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated Jan 19, 1911 March 17

Marshall v The Licensing Justices of the East Castle Ward Petty Sessional Division of the county of Northumberland appl of applt from order of the Lord Chief Justice and Justices Hamilton and Avory, dated Jan 19, 1911 February 1 (s o not before June 20)

The Lanston Monotype Corp'n ld v Anderson (Surveyor of Taxes) appl of applts from judgt of Mr Justice Hamilton (Revenue Side), dated Feb 15, 1911 March 22

Mahoney v R Johnson ld appln of deft for judgt or new trial on appl from verdict and judgt, dated March 1, 1911, at trial before Mr Justice A T Lawrence and a special jury, Salford Mar 23

Attorney-Gen v The Caledonian Ry Co appl of defts from judgt of Mr Justice Bray (Revenue Side), dated March 16, 1911 (s o for day to be fixed) March 24

Watson v Benjamin appln of deft for judgt or new trial on appl from verdict and judgt, dated March 21, 1911, at trial before Mr Justice Lawrence and a special jury, Middlesex March 28

Skene v The Midland Ry Co and James R Howard appln of plfff for judgt or new trial on appl from verdict and judgt, dated Feb 27, 1911, at trial before Mr Justice Darling and a special jury, Middlesex March 29

Wilson v Spiegel appl of deft from judgt of Mr Justice Bucknill, without a jury, Middlesex, dated March 22, 1911 March 31

Thomas v The Holt Brewery Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 22, 1911, at trial before Mr Justice Bray and a special jury, Birmingham April 1

Clements v Unic Motor Cab Co ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 30, 1911, at trial before Mr Justice Grantham and a special jury, Middlesex April 1

In the Matter of an Issue between Corfield and King Farlow appl of plfff from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated March 16, 1911 April 1

In the Matter of the London Building Act, 1904, and In the Matter of an Arbitration between London, Gloucestershire and North Hants Dairy Co and Morley & Lancelley ld and ors appln of defts from judgt of Justices Phillimore and Banks, dated Mar 21, 1911 April 4

Browne v Black appl of plfff from judgt of Justices Ridley and Channell, dated March 10, 1911 April 5

Hawkins v Muff and ors appln of defts for judgt or new trial on appl from verdict and judgt, dated March 24, 1911, at trial before Mr Justice Avory and a special jury, Leeds April 5

Cunis v McKnight appln of deft for judgt or new trial on appl from verdict and judgt, dated March 29, 1911, at trial before Mr Justice Darling and a special jury, Middlesex April 6

Société Coloniale Auvernoise and anr v London and Brazilian Bank ld appl of defts from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated March 24, 1911 April 6

Kingsmill v French appln of deft for judgt or new trial on appl from verdict and judgt, dated March 23, 1911, at trial before Mr Justice Pickford and a common jury, Middlesex April 6

David Allen & Sons ld and ors v Illingworth appln of deft for judgt or new trial on appl from verdict and judgt, dated March 23, 1911, at trial before Mr Justice Lawrence and a special jury, Middlesex April 6

Lundie v Thomas and ors appl of defts from judgt of Mr Justice Coleridge, without a jury, Cardiff, and cross-notice by resp't, dated April 13, 1911, dated March 10, 1911 April 7

Colden Manufacturing Co ld v Carrington & Dewhurst ld appln of defts for judgt or new trial on appl from verdict and judgt, dated March 11, 1911, at trial before Mr Justice Grantham and a common jury, Salford April 7

Hughes v Provincial Motor Cab Co ld appl of defts from judgt of Mr Justice Avory, special jury, Leeds, dated March 28, 1911 April 11

Mellae v Penman appln of plfff for judgt or new trial on appl from verdict and judgt, dated April 5, 1911, at trial before Mr Justice Lawrence and a special jury, Middlesex April 12

Mead v Ball appl of plfff from judgt of The Lord Chief Justice, without a jury, Middlesex, dated Feb 16, 1911 April 12

Longton v Winwick Asylum appl of deft from judgt of Mr. Justice Grantham, without a jury, Manchester, dated April 1, 1911 April 13

Ridgill v Lord Shrewsbury and anr appl of plfff from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated April 4, 1911 April 13

Friendly Society of Ironfounders v Ingall appl of deft from judgt of Justices Phillimore and Banks (Divisional Court), dated March 15, 1911 April 13

Dorman, Long & Co ld v Henry Willcock appl of deft from judgt of Mr Justice Channell, without a jury, Middlesex, dated Jan 30, 1911 April 20

Jones v Royal London Inace Soc ld and J Price appln of defts from judgt or new trial on appl from verdict and judgt, dated April 12, 1911, at trial before Mr Justice Grantham and a special jury, Middlesex April 22

Brice (Surveyor of Taxes) v Northern Assurance Co (Revenue Side) appl of respts from judgt of Mr Justice Hamilton, without a jury, dated March 30, 1911 May 3

Cope v Sharp appl of deft from judgt of Justices Phillimore, Hamilton and Scrutton, dated April 11, 1911 May 3

Burdett v Horne and anr appln of deft, F W Horne, for judgt or new trial on appl from verdict and judgt, dated April 12, 1911, at trial before Mr Justice Lawrence and a special jury, Middlesex May 3

Brown v Burt (Surveyor of Taxes) appl of applicant from judgt of Mr Justice Hamilton, dated March 30, 1911 May 4

Ellis v Banyard appl of deft from judgt of Justices Phillimore and Horridge, dated April 27, 1911 May 8

The Liverpool, London and Globe Inace Co (applts) v Charles Edmund Bennett, resp't (Surveyor of Taxes, Revenue Side) appl of applts from judgt of Mr Justice Hamilton, dated March 30, 1911 May 10

Gosnell v Lloyd and anr appl of deft, W E Lloyd, from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated April 7, 1911 May 11

Mentors ld v Evans appl of deft from judgt of Justices Pickford and Lush, dated May 8, 1911 May 12

Hilo Manufacturing Co ld v Williamson appln of deft for judgt or new trial on appl from verdict and judgt, dated May 1, 1911, at trial before Mr Justice Channell and a special jury, Middlesex May 12

Hunt v Rose and anr appl of plfff from judgt of Justices Bray and Coleridge, dated May 2, 1911 May 15

Glasse v Patent Lightning Crusher Co appln of plfff for judgt or new trial on appl from verdict and judgt, dated May 5, 1911, at trial before Mr Justice Scrutton and a common jury, Middlesex May 16

Ronald v John Bull ld and ors appln of plfff for judgt or new trial on appl from verdict and judgt, dated May 11, 1911, at trial before Mr Justice Darling and a special jury, Middlesex May 17

Humphries v Humphries appl of deft from judgt of Mr Justice Ridley, without a jury, dated March 11, 1911 May 17

In the Matter of the Arbitration Act, 1889, and In the Matter of an Arbitration between John Lang and the Crude Rubber Washing Co ld appl of the Crude Rubber Washing Co from judgt of Justices Pickford and Lush, dated May 4, 1911 May 18

Thomas Free v The Urban District Council of Sutton (Surrey) appln of plfff for judgt or new trial on appl from verdict and judgt, dated May 15, 1911, at trial before Mr Justice Lawrence and a special jury, Middlesex, and cross-notice by defts, dated May 22, 1911 May 18

The Mayor, &c, of the Borough of Derby v Pegg & Ellam Jones ld appl of defts from judgt of Justices Bray and Coleridge, dated May 5, 1911 May 22

The Continental Petroleum Co v Meade King, Robinson & Co appl of plffs from judgt of Mr Justice Scrutton, without a jury, Middlesex, dated Feb 23, 1911 May 22

Norrell v Taylor and ors appln of defts, The City of Monte Video Public Works Corp'n Id, for judgt or new trial on appl from verdict and judgt, dated May 18, 1911, at trial before Mr Justice Lawrance and a special jury, Middlesex May 23

Downing v Easton & Fenner appln of defts for judgt or new trial on appl from verdict and judgt, dated May 22, 1911, at trial before Mr Justice Bray and a common jury, Middlesex May 23

Rea Transport Co Id v Stearns appl of deft from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated May 16, 1911 May 26

Same v Bowring appl of deft from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated May 16, 1911 May 26 (s o till after judgt in No 79)

In re an Arbitration between Mocatta and The Franco-British Exhibition (Incorporated) appl of The Franco-British Exhibition Co from judgt of Mr Justice Bray on a special case, dated May 10, 1911 May 26

Marcovitch v Liverpool Victoria Friendly Soc appl of plttf from judgt of Justices Bray and Coleridge, dated May 12, 1911 May 26

The National Telephone Co Id v His Majesty's Postmaster-General appl of respt from judgt of Mr Justice A T Lawrence, The Hon A E Gathorne-Hardy and Sir James Woodhouse (Railway and Canal Commissioners), dated May 29, 1911, and cross-notice of appeal by applt, dated May 29, 1911 May 29 (for June 14, by order)

In the Matter of an Arbitration between Bradley and the Essex and Suffolk Accident and Indemnity Soc Id appl of the Society from judgt of Mr Justice Bray, on a special case, dated May 29, 1911 May 29

Wixon and ors v Thomas appl of respts from judgt of The Lord Chief Justice and Justices Pickford and Lush, dated May 19, 1911 May 29

Brice v The Ocean Accident and Guarantee Corp'n Id appl of respts from judgt of Mr Justice Hamilton, without a jury, Middlesex, dated March 30, 1911 May 29

Travers v The London General Omnibus Co Id appln of defts for judgt or new trial on appl from verdict and judgt, dated May 17, 1911, at trial before Mr Justice Bray and a common jury, Middlesex May 30

Chetwynd v Seth Smith Bros appl of plttf from judgt of Mr Justice A T Lawrence, without a jury, Middlesex, dated May 19, 1911 May 31

Ogden v Dymock appln of plttf for judgt or new trial on appl from verdict and judgt, dated May 13, 1911, at trial before Mr Justice Avory and a common jury, Middlesex May 31

The Services Co (London) Id v Scott Engineering Co Id appl of plttfs from judgt of Mr Justice Coleridge, without a jury, Middlesex, dated May 15, 1911 May 31

McRae v Penman (Gee & Sheen 3rd parties) appl of Gee from judgt of Mr Justice Lawrance, without a jury, Middlesex, dated April 6, 1911 June 2

Northfield SS Co Id v Compagnie L'Union des Gaz appl of deft from judgt of Mr Justice Hamilton, without a jury, dated May 25, 1911 June 3

# FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1911.

Calyx—1911—Folio 4 The Owners, Master and Crew of the Steam Tug Roman and ors v Owners of Steamship Calyx, her cargo and freight (salvage) appl of plttfs from judgt of The President, dated Dec 21, 1910 (s o till further order) Jan 7

Lunesdale—1911—Folio 113 The Lancashire and Liverpool Shipping Co Id v Commrs and Trustees of the Port of Lancaster, The Lunesdale (damage to berth) appl of defts from judgt of The President, dated Jan 31, 1911 Feb 25

Morayshire—1911—Folio 68 and 82 (consolidated) The Owners of the Steamship Axwell v Owners of Steamship Morayshire (damage) appl of plttfs from judgt of Mr Justice Bargrave Deane, dated March 3, 1911 March 20

Seacombe—1911—Folio 188 The Owners of the Barge Dolly and her Master and Crew, suing for their lost effects, and Owners of Cargo and Freight v Owners of Steamship Seacombe (damage) appl of plttfs from judgt of Mr Bargrave Deane, dated March 22, 1911 April 8

Alsterdamm—1908—Folio 342 The Owners of the Barque Haddon Hall v. Owners of the Barque Alsterdamm (damage) appl of defts from judgt of Mr Justice Bargrave Deane, dated Jan 25, 1911 April 19

Highland Loch—1911—Folio 37 The Owners of the Ketch Frances v The Owners of the Steamship Highland Loch (damage) appl of defts from order of The President, dated May 11, 1911 May 30

# FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1910.

Reeder v Cooper appl of Curtis and ors from order of Mr Justice Coleridge, dated April 14, 1910 (s o liberty to apply) April 16

1911.

Essayan v Gulbenkian appl of deft from order of Mr Justice Horridge, dated Feb 18, 1911 (Three Judges to hear this Appeal—to be mentioned) Feb 24

Clark v Forster Same v Same Forster v Aldridge In re H Forster (expte J Jackson Clark, in Bankruptcy) appl of applicant, H W Clarkson, from order of Mr Justice Ridley, dated Feb 20, 1911 part heard Feb 25 (s o till after action before Parker, J)

New Fenix Compagnie Anonyme d'Assurance de Madrid v General Accident Fire and Life Assce Corp'n Id appl of defts from order of Mr Justice A T Lawrence, dated April 29, 1911 May 6

Martin v Holroyd & Pope appl of deft Holroyd from order of Mr Justice Ridley, dated May 9, 1911 part heard May 12 Same v Same appl of deft Pope from order of Mr Justice Ridley, dated May 9, 1911 part heard May 12 (s o Trinity, first day, some Court)

Walther v The Marlborough Theatre, London, Id appl of plttf from order of Mr Justice Hamilton, without a jury, Middlesex, dated May 2, 1911 May 16

Knapp v Harvey appl of plttf from order of Mr Justice Ridley, dated May 18, 1911 June 1

Daimler Motor Co (1904) in liquidation v Beresford appl of deft from order of Mr Justice Lush, dated May 31, 1911 June 3

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 and 1906.

(From County Courts.)

1910.

Davies v Hills Plymouth Colliery appl of applicant from award of County Court (Glamorgan, Merthyr Tydfil), dated June 23, 1910 July 5 (s o till after decision in House of Lords in "Pope v Hill's Plymouth Collieries")

1911.

Godwin v The Lords Commissioners of the Admiralty appl of applicant from award of county court (Hampshire, Portsmouth), dated Feb 16, 1911 (s o for Attorney-Gen) March 8

Maune v Ashton Bros and Co Id appl of respts from award of County Court (Cheshire, Hyde), dated Feb 25, 1911 (s o not before June 19) March 16

Butterfield v Brooks & Brooks appl of respts from award of County Court (Yorkshire, Leeds), dated March 17, 1911 April 6

Jones v Tirdonkin Colliery Co appl of applicant from award of County Court (Glamorganshire, Swansea), dated Feb 2, 1911 April 12

Thomas v Cory Bros & Co Id appl of applicant from award of County Court (Glamorganshire, Bridgend), dated March 25, 1911 April 13

Noden v Galloways Id appl of respts from award of County Court (Lancashire, Manchester), dated March 28, 1911 April 13

Brooks v Andrew Knowles & Sons Id apl of respts from award of County Court (Lancashire, Salford), dated March 27, 1911 April 13

Adams v Thompson and anr appl of respts from award of County Court (Lancashire, Liverpool), dated March 24, 1911 April 13

Weighill v Consett Iron Works Id appl of applicant from award of County Court (Durham, Durham), dated March 31, 1911 April 19 (s o till after decision in House of Lords in "Barnes v Nunery Colliery Co")

Griffiths v North's Navigation Collieries (1899) Id appl of applicant from award of County Court (Glamorganshire, Bridgend), dated March 30, 1911 April 20

Heale v Vickers, Son & Maxim appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20 (s o till No 14 disposed of)

Bartholomew v Same appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20 (s o till No. 14 disposed of)

Phillips v Same appl of respts from award of County Court (Kent, Dartford), dated April 5, 1911 April 20

Barrett v Barrett & Power appl of respts from award of County Court (Middlesex, Shoreditch), dated April 4, 1911 April 20

The Victor Mills Id v Shackleton appl of respt from award of County Court (Lancashire, Ashton-under-Lyne), dated April 6, 1911 April 27

Richardson v Owners of the Ship Avonmore appl of respts from award of County Court (Durham, West Hartlepool), dated April 7, 1911 April 27

Williams v The Brynddn Colliery Co appl of respts from award of County Court (Glamorganshire, Bridgend), dated April 8, 1911 April 28

Hoare v Arding & Hobbs appl of respts from award of County Court (Surrey, Wandsworth), dated April 10, 1911 April 29

The South Eastern and Chatham Ry Companies Management Committee v Fwell appl of respt from award of County Court (Surrey, Southwark), dated March 13, 1911 April 29

Curtis v Talbot and ors appl of applicants from award of County Court (Worcestershire, Kidderminster), dated April 11, 1911 May 1

Furnivall v Johnson's Iron and Steel Co Id appl of respts from award of County Court (Staffordshire, West Bromwich), dated April 11, 1911 May 2

Parker v Pont appl of applicant from award of County Court (Kent, Canterbury), dated April 22, 1911 May 12

Smith v National Provincial Inace Corp'n Id appl of applicant from award of County Court (Worcestershire, Dudley), dated May 2, 1911 May 13

Dunn v Same appl of applicant from award of County Court (Worcestershire, Dudley), dated May 2, 1911 May 13

**Swinbank v Bell Bros** Id appl of applicant from award of County Court (Durham, Durham), dated April 24, 1911 May 13  
**Perry & Co (Bow)** Id v Lacey appl of respt from award of County Court (Surrey, Southwark), dated April 6, 1911 (security ordered) May 15  
**Hoare v Owners of Barge Cecil Rhodes** appl of applicant from award of County Court (Kent, Faversham), dated April 24, 1911 May 16  
**Homer v Gough and anr** appl of respts from award of County Court (Worcestershire), dated May 2, 1911 May 16  
**Lee v Owners of Ship Bessie and anr** appl of respts from award of County Court (Somersetshire, Bridgewater), dated April 28, 1911 May 17  
**Davies v Gillespie and anr** appl of respts from award of County Court (Lancashire, Salford), dated May 5, 1911 May 20  
**Higgins v Poulson** appl of applicant from award of County Court (Lancashire, Liverpool), dated May 4, 1911 May 23  
**Biggart v Owners of Steamship Minnesota** appl of applicant from award of County Court (Middlesex, Bow), dated May 19, 1911 May 30  
**Edmondson Id v Parker** appl of respt from award of County Court (Middlesex, Edmonton), dated May 25, 1911 May 30  
**Jenkins v The Standard Colliery Co Id** appl of respts from award of County Court (Glamorganshire, Pontypridd), dated May 13, 1911 June 1  
**Sinclair v Tewkesbury Rural District Council** appl of respts from award of County Court (Gloucestershire, Tewkesbury), dated May 15, 1911 June 1  
**Harding v The Express Dairy Co Id** appl of applicant from award of County Court (Middlesex, Bloomsbury), dated May 22, 1911 June 2  
**Braithwaite & Kirk v James Cox** appl of respt from award of County Court (Staffordshire, West Bromwich), dated May 16, 1911 June 3  
 N.B.—The above list contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to June 3, 1911.

## Winding-up Notices.

*London Gazette.*—FRIDAY, June 16.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**AMERICAN FILM TRADING CO. LTD.**—Ptn for winding up, presented June 15, directed to be heard June 27. Crafter & Co, Vernon House, Sicilian av, Bloomsbury sq, solors for the ptners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**BENJAMIN THORNTON, LTD.**—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Robert Thomson Heslop, 1, Market st, Bradford. Watson & Co, Bradford, solors for liquidator

**CREDIT BANK, LTD.**—Ptn for winding up, presented June 13, directed to be heard June 27. Hargreaves & Jobila, 7, Stone bldgs, Lincoln's inn fields, solors for the ptner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**FORMOSA SUGAR AND DEVELOPMENT CO., LTD.**—Creditors are required, on or before June 24, to send in their names and addresses, with particulars of their debts or claims, to John Edward Barker Barker, 5, Harrington st, Liverpool. Badger, solor, Liverpool

**FYLER VACUUM CLEANERS, LTD.**—Ptn for winding up, presented June 13, directed to be heard at the Sessions Hall, Lancaster rd, Preston, June 27, at 10. Ascroft & Co, Oldham, solors for ptners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**GUARANTEED PUBLIC WORKS CO. LTD.**—Ptn for winding up, presented June 12, directed to be heard June 27. McKenna & Co, 31 to 34, Basinghall st, solors for ptners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**LA MARTONA RUBBER ESTATES, LTD (IN LIQUIDATION).**—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts to Joseph George Goldwells, 318, Winchester House, Old Broad st. Mills & Co, Queen Victoria st, solors to the liquidator

**NATIONAL FOOTBALLERS CLUB, LTD.**—Ptn for winding up, presented June 13, directed to be heard June 27. Beckingsale & Co, 34, Copthall av, solors for the ptner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**NEW SOUTHERN RUBBER CO. LTD.**—Ptn for winding up, presented June 13, directed to be heard June 27. Rose-Innes & Co, Billiter Square bldgs, solors to ptner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**NORTH LEVANT & GREYVOR, LTD.**—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to Edward James Andrews, 3, London Wall bldgs, liquidator

**NORTH NILE VALLEY, LTD (IN LIQUIDATION).**—Creditors are required on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Ronald Hamilton Walker, 63, Coleman st, liquidator

**NUOVA ESPERANZA GOLD MINES, LTD (IN LIQUIDATION).**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Parker Cressey, 10, Finsbury sq, liquidator

**PIKE, BERWICK & KING, LTD.**—Ptn for winding up, presented May 29, directed to be heard June 27. Eccles & Co, 3, Verulam bldgs, Gray's inn, solors for the ptners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of June 26

**QUEENSBOROUGH PRIVATE HOTEL, LTD.**—Creditors are required, on or before June 26, to send in their names and addresses, with particulars of their debts or claims, to James Alexander Tilling, 60, Termanus rd, Eastbourne, liquidator

**"SILENT" AUTOMOBILE SYNDICATE, LTD.**—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts and claims, to Ralph Nye, 6, Old Jewry, liquidator

**SPARVEL & CO. LTD.**—Ptn for winding up, presented April 10, directed to be heard at the Public Hall, Godalming, June 28 at 11.30 Lovell & White, 1, Snow hill, solors for the ptners. Notice of appearing must reach the above named not later than six o'clock in the afternoon of June 28

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, June 2.

**AMERICAN SKATING RINK CO (FRANKFORT A/M) LTD.**  
**TALBOT SYNDICATE LTD.**  
**DUNSFORD, LTD. (Amalgamation).**  
**CHRYSLER WALKER MOTORS LTD.**  
**PIEL MANUFACTURING CO (BURNLEY) LTD.**  
**EAST COAST ENGINEERING AND SHIP REPAIRING CO, LTD.**  
**KAPFALLS, LTD.**  
**PETROZONE, LTD.**  
**KALI SELOGIRI SYNDICATE, LTD.**  
**JENKINS, GOUNDEY & CO., SHIPPING CHEMISTS, LTD.**  
**LAURIE & MARNER, LTD.**  
**PRESTON MINES LTD.**  
**LONDON AND COUNTIES RINKING, LTD.**  
**RHAYADER GRANITE QUARRIES, LTD.**  
**LONDON ZAMBESIA SYNDICATE, LTD.**  
**G. D. WESTER & SON, LTD.**  
**ANGLO-MAIKOP CORPORATION, LTD. (Reconstruction).**  
**LA MARTONA RUBBER ESTATES, LTD.**  
**C. E. BROOKS & CO., LTD.**  
**JOHN GRADY, LTD.**  
**ARKINSTALL BR., LTD.**  
**ARMOUR PLATE (COWPER-COLE'S PATENTS), LTD.**

*London Gazette.*—TUESDAY, June 13.

**LAKE VIEW CONSOLS, LTD.**  
**TIMOTHY JONES & CO. LTD.**  
**GREAT EASTERN, LONDON SUBURBAN TRAMWAYS AND OMNIBUS CO, LTD.**  
**MIDLAND GLASS MANUFACTURERS' MUTUAL INDEMNITY CO, LTD.**  
**HOMES SUPPLY TRADERS ASSOCIATION, LTD.**  
**PALL MALL LAND AND FINANCE CORPORATION.**  
**GILFACH ANTHRACITE COLLIERIES, LTD.**  
**SWISS LAUNDRIES, LTD.**  
**WORKING LIBERAL CLUB BUILDING CO, LTD.**  
**ENGINEERS' STANDARDIZED PUBLICATIONS ASSOCIATION, LTD.**  
**CENTRAL AND SOUTH LONDON MOTOR CO, LTD.**  
**UNITED COUNTY THEATRES, LTD.**  
**HERMITAGE BAY SYNDICATE LTD.**  
**ORIENTAL CONCESSIONS LTD.**  
**LIVERPOOL GAS FITTINGS CO, LTD.**  
**RED JACKET STEAMSHIP CO, LTD.**  
**STONWOOD FIREPROOF FLOORING CO, LTD.**  
**ALASKAN TWIN CREEK EXPLORATION CO, LTD. (Amalgamation)**  
**ALASKA EXPLORATION CO, LTD. (Amalgamation)**  
**MONOPOLY HAWKOT CO, LTD.**  
**MORAVA SYNDICATE, LTD.**

*London Gazette.*—FRIDAY, June 16.

**R. G. TICKLE & SON, LTD.**  
**BANK TOP LAUNDRY, LTD.**  
**GUILDFORD ROLLER SEATING CO, LTD.**  
**FRALL & DAVIES, LTD.**  
**"SILENT" AUTOMOBILE SYNDICATE, LTD.**  
**NORWICK STEAMSHIP CO, LTD.**  
**ANNUAIRE ORIENTAL AND PRINTING CO, LTD.**  
**FARRANTS & CO, LTD.**  
**KELTRICK TIN MINE, LTD.**  
**ELSWICK AUTOCARS, LTD.**  
**PROVINCIAL RINK CO, LTD.**  
**BUSINESS PRESS, LTD.**  
**RUBBER CORPORATION OF BRAZIL, LTD.**  
**BOUACCORD LAUNDRY (LONDON), LTD.**  
**COLNE STEAM SHIPPING CO, LTD.**  
**HOPE BANDEAU, LTD.**  
**TREHIDDEN DAIRY CO, LTD.**  
**RODRIERS, LTD.**  
**NORTH LEVANT & GREYVOR, LTD.**  
**FORMOSA SUGAR AND DEVELOPMENT CO, LTD.**

## The Property Mart.

### Forthcoming Auction Sales.

June 27 and July.—Messrs. HARRIS, LTD., Freehold Residential Estates, Residences, &c. (see advertisement, page v, May 20).  
 July 4 and 18.—Messrs. DEBENHAM, TESSON, RICHARDSON, & Co., at the Mart, at 2: Residences, Leasehold Ground Rents, Freehold Properties, Residences, Ground Rents, Residential Properties and Freehold Estate (see advertisement, pages iv and v, May 20).  
 July 5.—Messrs. BAXTER PAYNE & LEPPER, at the Mart, at 2: Freehold Residential and Building Estate (see advertisement, back page, this week).  
 July 5.—Messrs. EDWIN FOX, BOUSFIELD, BURNETT, & BADDELEY, at the Mart, at 2: Freehold Residence and Buildings (see advertisement, back page, June 10).  
 July 10.—Messrs. HORNE & Co., at the Mart, at 2: Freehold and Leasehold Shops and Residences (see advertisement, back page, this week).  
 July 11.—Messrs. DEAN, JONES & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).  
 July 11.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground Rents, Freehold Residences, &c., and Freehold Residential Estate (see advertisement, page ii, May 20, and back page, June 10).  
 July 11.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Property (see advertisement, back page, June 10).  
 July 19.—Messrs. RUSKORTH & BROWN, at the Mart, at 2: Business Premises (see advertisement, page iii, May 20).

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, June 9.

**HONEYMAN, JOSEPH, Hutton Rudby, Yorks.** Butcher July 16 Honeyman v Eys  
**Swinfen Lady and Neville, JJ. Bowse-Wilson, Middlesbrough**  
**POOLE, JOSEPH, Malmesbury July 13 Somers v Poole, Warrington and Parker, JJ. Moir, Malmesbury**



London Gazette.—FRIDAY, JUNE 16.

BOTTOMLEY, WILLIAM HENRY, Bradford July 12 Bends v Brown, Swinfen Eady and Neville, JJ Rawnsley, Bradford  
CANNON, ROBERT FERRIES, Langham st July 18 Ross v Carnegie, Eve, J Bright, George st, Madison House  
DIXON, EDWIN JOHN, St Albans villas, Highgate rd June 28 The Public Trustee v Dixon and Others, Master Joseph Chitty Smyth, Aldersgate st  
JENKINS, REBE, Tilley st, Spitalfields, Cowkeeper July 17 Jenkins v Jenkins, Warrington and Parker, JJ Harrison, Raymond bldgs, Gray's inn  
KEBE, ROBERT MOWATT, Halifax, York, Solicitor July 19 Kerr v Kershaw, Judge in Chambers, Royal Courts Clarkson, Halifax

## Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 16.

ATTFIELD, Professor JOHN, FRS, Watford, Herts July 17 Camp & Co, Watford  
BRETON, MARY ANN, Glemsford, Suffolk, Beerhouse Keeper July 1 Bates & Wells, Sudbury, Suffolk  
CARTER, FRANCIS, Liverpool July 15 Batesons & Co, Liverpool  
CLARE, CHARLES, Wolverhampton, Coach Builder July 17 Fowler & Wright, Wolverhampton  
CLIGO, ARTHUR, Rochdale July 15 Standring & Co, Rochdale  
CORNOP, MARY DIXON, Hollingbourne, Kent July 26 Pennington & Son, Lincoln's inn fields  
CROFTON, FANNY EMELIA, Cheltenham July 25 Winterbotham & Co, Cheltenham  
EVANS, MARY ELIZABETH, Acocks Green, nr Birmingham July 25 Winterbotham & Co, Cheltenham  
FARMER, CAROLINE ELIZA, Kingston, Surrey July 15 Sherwood & Co, Kingston on Thames  
FEARNEY, CAROLINE, Bushey Heath, Hertford July 17 Camp & Co, Watford  
FRETWELL, ALBERT EDWARD, East Southsea, Hants July 13 Triggs & Co, Guildford  
HAGUE, FRANCES, Haughton, Lancaster July 20 Drinkwater, Hyde  
HALE, MARY JANE, Weston super Mare July 17 J H & F W Bere, Weston super Mare  
HART, ALFRED ERNEST, Chelsford, Kent July 10 Weller, Bromley, Kent  
HOBSON, JOE, Sheffield, Moulder July 29 Clegg & Sons, Sheffield  
HOLMES, ANDREW, Eccleshill, Bradford, Waste Dealer July 29 Gaunt & Co, Bradford  
JOHNSON, BENJAMIN, Sheffield, Ironmonger July 29 Kesteven, Sheffield  
JOLIFFE, ANNE, Little Waltham, Essex July 16 Duffell & Son, Chelmsford  
LAMB, WILLIAM, Court Hill rd, Lewisham August 1 Laytons, Budge row  
LAURENCE, CLARA THEODORA EMILY, Sundridge, Sevenoaks July 7 Grover & Son, King's Bench walk  
LAWMAN, SAMUEL, Lower Marsh, Lambeth, Corndealer July 14 E & J Mote, South sq, Gray's inn

LOUIS, ADOLPH HENRY, Queen's mans, Frook Green, Hazmermith July 22 Upton, Fleet st  
MARK, HERBERT, High st, Camden Town, Draper July 17 Biddle & Co, Aldermanbury  
MARSDEN, SARAH, Elland, Upper Edge, York July 9 Farber & Jessop, Brighouse  
METCALFE, ISABELLA, West Hartle, ool July 10 Edmundson & Gowland, Masham RSO, Yorks  
MOORE, THOMAS, Thringstone, Leicester, Beerhouse Keeper July 1 Sharp & Lancaster, Coalville  
PALE, RHEERCE WILLIAMS, Edgbaston, Birmingham, Chartered Accountant July 17 Foster & Co, Birmingham  
PENSON, MARIA LET, Plymouth August 1 Gard, Devonport  
PIERREPONT, JOHN THOMAS, Huntingdon rd, East Finchley July 31 Wedlake, Fawk chimbra, Finsbury Park  
POLLETT, MARY ANN, Rochdale July 15 Standring & Co, Rochdale  
REEVE, JAMES WILLIAM, Bassett, Hants July 28 Worrell & Son, Coleman st  
ROGERS, FRANCES MATILDA, Heavitree, Devon July 15 J & S P Pope, Exeter  
ROOT, JOHN, Westcliff on Sea July 25 Eayton & Son, Queen Victoria st  
SEYON-KARR, WALTER SCOTT, Lowndes sq July 15 Gordon, Golden sq  
SEYMOUR, ISABELLA, Upper Brook st August 4 Chester & Co, Bedford row  
SHEPHERD, JOHN, West Hartlepool, Warehouse Foreman July 15 Bell, West Hartlepool  
SHILLTON, KATE HARRIET, Great Yarmouth July 10 Holder & Wood, Cheapside  
SMITH, CLARA, Newcastle upon Tyne, Milliner July 24 Penson, Newcastle upon Tyne  
SMITH, WILLIAM, Margate July 12 Needham & Co, Flossmorsby sq  
SPENCER, WILLIAM, Beverley, Yorks Aug 1 Crust & Co, Beverley  
STAHSCHMIDT, ERNEST EDWIN, Great Portland st July 21 Drucos & Atlee, Billiter sq  
STRAID, MARGARET, Hurley in Warfedale, York July 22 Edmdson & Gowland, Masham, RSO, Yorks  
STUBB, LAURENCE HENLOCK AFOUGH, Middle Temple ln, Middle Temple July 10 Longdale & Everidge, Adam st, Adelphi  
TANNER, JOHN HAMMET, Newport, Barnstaple, Devon, Tailor Aug 31 Hopper, Barnstaple  
THOMPSON, GEORGINA MARY, Crosby, nr Liverpool July 31 Eskridge & Roby, Liverpool  
TITCHMARSH, JOHN FREDERICK, Ipswich July 12 Kersey, Ipswich  
TURNER, EDWIN, King's Heath, Worcester, Metal Worker July 17 Adcock & Simmons  
UTTING, ELIZABETH, Whitwick, Leicester July 16 Bailey, Leicester  
WALKER, ISCHES CAMPBELL, Victoria st July 15 Ramsden & Co, Gracechurch st  
WALL, JOHN ERNEST, Birmingham July 31 Lays & Major, Leamington Spa  
WATTS, WILLIAM, Coburg pl, Bayswater rd July 17 Peacock & Goddard, South sq, Gray's inn  
WEATHERSTON, JOSEPH, Berwick upon Tweed July 18 Senierston & Weatherhead, Berwick upon Tweed  
WEBBER, MARY ELIZABETH, Chilton, Bristol July 16 Hailwood & Co, Bristol  
WILKINSON, GEORGE, Dronfield, Derby, Nurseryman Aug 15 Lucas & Padley, Sheffield  
WILLS, DAVID, Cornhill, Insurance Broker July 7 Simpson & Co, Gracechurch st  
WOOD, JOHN WILLIAM, Brad rd, Insurance Traveller July 17 Bearder, Bradford  
WORRELL, EMILY ANNE, Bathampton, Bath July 25 Bindloss, Manchester  
WREN, JEMIMA, Croydon July 17 Edridge & Newham, Croydon

## Bankruptcy Notices.

London Gazette.—FRIDAY, JUNE 16.

### RECEIVING ORDERS.

ATKINSON, CHARLES FISCAL, Heckmondwike, Fellmonger Dewsbury Pet June 14 Ord June 14  
BAISHAW, JOHN, Mellor, Derby, Butcher Stockport Pet June 12 Ord June 12  
BIRD, CHRISTOPHER, Gt Grimsby, Labourer Gt Grimsby Pet June 12 Ord June 12  
BOWERS, JAMES EDWARD, Ashover, Derby, Grocer Derby Pet June 14 Ord June 14  
BRACK, ALBERT EDWARD, Torquay, Devon, Builder Exeter Pet June 6 Ord June 13  
BURN, GEORGE, Wallingford, Staffs, Ironmonger Dudley Pet June 13 Ord June 13  
CADOGAN, GERALD OAKLEY, Viscount Chelsea, Park in High Court Pet April 28 Ord June 13  
CLARK, JOHN WILLIAMSON, JOHN HENRY HAYNES, and LORENZO THEOPHILUS SAMUEL SHARPE, Randa, Northampton, Boot Manufacturers Peterborough Pet June 12 Ord June 12  
COOKE, ARTHUR, Gt Chesterfield st, Marylebone, Tailor's Cutter High Court Pet June 13 Ord June 13  
CURLEY, THOMAS J, Salford, Lancs, Egg Merchant Salford Pet May 20 Ord June 13  
DARNALL, WILLIAM HENRY, Bilton, Staffs, Manufacturer Stourbridge Pet May 19 Ord June 13  
DAVIDS, HUGH ELLIS, Corwen, Merioneth, Grocer Wrexham Pet June 10 Ord June 10  
DOUGHTY, MARIE LAURA, Nottingham, Stationer Nottingham Pet June 2 Ord June 10  
EDWARDS, DAVID, Cartref, Penlyth, Glam, Assistant Schoolmaster Cardiff Pet June 13 Ord June 13

EVANS, WILLIAM MOUNTSHIRE, Heaton Moor, nr Stockport, Estate Agent Manchester Pet May 25 Ord June 13  
FAIRCLOTH, WILLIAM COOPER, Bradfield Colchester Pet June 13 Ord June 13  
FILMER, ALBERT EDWARD, Rochester, Kent, Butcher Rochester Pet June 13 Ord June 13  
GAREN, EDWIN ARTHUR, Bath, Ironmonger Bristol Pet June 12 Ord June 12  
GRIFFITHS, FREDERICK LOUIS, Erdington, Warwick, Commercial Traveller Birmingham Pet May 19 Ord June 14  
GRIFFITHS, WILLIAM POWELL, Chase rd, Old Southgate, Grocer Edmonton Pet Mar 29 Ord June 12  
GWYNN, KINGSMILL DOUGLAS HOSKINGS, Bath Bath Pet May 20 Ord June 12  
HARDING, MARY ANNA, South Petherton, Somerset Grocer Yeovil Pet June 13 Ord June 13  
HARRIS, WILLIAM THOMAS, Sibsey, Lincs, Tailor Boston Pet June 14 Ord June 14  
JONES, JOHN, Swansea, Licensed Victualler Swansea Pet May 31 Ord June 14  
JONES, JOHN HUGH, Bethesda, Carnarvon, Querryman Bangor Pet June 12 Ord June 12  
KINGSMOTT, ARTHUR, Littlehampton, Dairyman Brighton Pet June 12 Ord June 12  
LANDSLOW, JAMES, Sydenham, Kent, Licensed Victualler Greenwich Pet May 13 Ord June 13  
LAWTON, CHARLES GEORGE, Manchester, Wire Drawer Manchester Pet June 13 Ord June 13  
LEE, LOVEL, Windsor str, City rd, Furrer High Court Pet May 20 Ord June 10  
LOFFHOUSE, WILLIAM and JOHN CHARLES LOFFHOUSE, Sheffield, Mineral Water Manufacturers Sheffield Pet June 13 Ord June 13  
MATKIN, FREDERICK GEORGE, Wigmans st, House Decorator High Court Pet June 14 Ord June 14

MERDS, WILLIAM, Luton, Beds, Undertaker Luton Pet June 12 Ord June 12  
MITCHELL, WALLACE, Triangle, nr Halifax, Tesmer Halifax Pet June 12 Ord June 12  
PARKER, WILLIAM FRANCIS, Birmingham, Fish Salesman Birmingham Pet June 13 Ord June 12  
QUICK, T, Croydon, Licensed Victualler Tunbridge Wells Pet May 5 Ord June 9  
READ, JAMES FREDERICK, Bethnal Green rd, Butcher High Court Pet June 12 Ord June 12  
RINTORI, ENAURI, Parliament st, Civil Engineer High Court Pet May 9 Ord June 12  
ROBERTS, HENRY THOMAS, Weymouth, Fish Merchant Dorchester Pet June 14 Ord June 14  
THOMAS, HOTEL and BROTHER, Eccles, Lancs, Coin Dealers Salford Pet June 2 Ord June 14  
SHEPPARD, WALTER SYDNEY, and WILLIAM WAITE WRIGHT, Northampton, Leather Dressers Northampton Pet June 14 Ord June 14  
SMITH, HENRY, Castleford, York, Assistant Checkweighman Wakefield Pet June 13 Ord June 13  
STEWART, WILLIAM, Carlisle, Draper Carlisle Pet June 12 Ord June 12  
THOMAS, GWILYM, Cwmavon, Glam, Collier Neath Pet June 14 Ord June 14  
TULLY, WILLIAM, Water ln, Great Tower st, Mica Merchant High Court Pet June 13 Ord June 13  
WALKER, Lieut-Col J PYRWITT, Wellington mans, Queen's Club gdns High Court Pet May 19 Ord June 12  
WEAVER, ALBERT ARTHUR, Angel ln, Stratford, Clothier High Court Pet May 24 Ord June 12

Amended notice substituted for that published in the London Gazette of May 12:

WILSON, ALBERT EDWARD, Bedford Park, Chiswick, Commercial Traveller Brentford Pet April 8 Ord May 9

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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Amended Notice substituted for that published in the London Gazette of June 13:

FISH, FRIDAY LAST CUMBY, Stokesby, Norfolk, Market Gardener Great Yarmouth Pet June 10 Ord June 10

#### FIRST MEETINGS.

BIRD, CHRISTOPHER, Great Grimby, Labourer June 27 at 11 Off Rec, St Mary's church, Great Grimby  
BROCK, ALBERT EDWARD, Torquay, Devon, Builder June 28 at 11 Off Rec, 9, Bedford circus, Exeter  
CAIRNS, WILLIAM JORDAN, Eastwood, nr Rochford, Essex, Licensed Victualler June 28 at 3 14 Bedford row  
CLAPHAM, FREDERICK GEORGE, Farnham, Surrey, Chemist June 26 at 12 132, York rd, Westminster Bridge rd  
CROSS, ARTHUR, Great Chesterfield st, Tailor's Cutter June 30 at 1 Bankruptcy bldgs, Carey st  
GOSMAN, WILLIAM and GEORGE MURKETT, Wellingborough, Northampton, Builders June 27 at 12 Off Rec, The Parade, Northampton  
GRIFFITHS, FREDERICK LOUIS, Edington, Warwick, Commercial Traveller June 29 at 12 Ruskin chambers, 191, Corporation st, Birmingham  
JOSEPH, MOSES ROWLAND, Blaenau Ffestiniog, Merioneth, Licensed Victualler June 27 at 2 Maenofferen Hotel, Blaenau Ffestiniog  
LEE, LOUKE, Windsor, City rd, Furrer July 3 at 11 Bankruptcy bldgs, Carey st  
MATKIN, FREDERICK GEORGE, Wigmore st, House Decorator July 3 at 12 Bankruptcy bldgs, Carey st  
MITCHELL, WALLACE, Triangle, nr Halifax, Teamer June 26 at 10.45 County Court, Prescott st, Halifax  
PARKER, WILLIAM FRANCIS, Birmingham, Fish Salesman June 29 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham  
READ, JAMES FREDERICK, Bethnal Green rd, Butcher June 30 at 1 Bankruptcy bldgs, Carey st  
RISTORI, EMANUELE, Parliament st, Civil Engineer June 30 at 11 Bankruptcy bldgs, Carey st  
SARGENT, JOHN GEORGE, Kilsby, Northampton, Bricklayer June 26 at 11.45 Royal George Hotel, Rugby  
STEWART, WILLIAM, Carlisle, Draper June 25 at 2.15 24, Fisher st, Carlisle  
TERRY, CHARLES EDWIN RYDER, Leamington, Manufacturer June 26 at 11 Off Rec, 8, High st, Coventry  
TULLY, WILLIAM, Water ln, Great Tower st, Mica Merchant July 5 at 11 Bankruptcy bldgs, Carey st  
VINCE, CHARLES, Forest Hill, Kent June 26 at 11.30 132, York rd, Westminster Bridge rd  
WALKER, Lieut-Col J FURVITT, Wellington mads, Queen's Club gns June 30 at 12 Bankruptcy bldgs, Carey st  
WEAVER, ALBERT ARLEY, Angel ln, Stratford, Clothier June 30 at 12.30 Bankruptcy bldgs, Carey st  
WEST, ALBERT, Caerleon, Mon, Farm Labourer June 26 at 11 Off Rec, 144, Commercial st, Newport, Mon  
WILSON, ALBERT EDWARD, Bedford pk, Chiswick, Commercial Traveller June 28 at 12 14, Bedford row

#### ADJUDICATIONS.

ATKINSON, CHARLES PERCYVAL, Heckmondwike, F. Broomer Dewsbury Pet June 14 Ord June 14  
BAGSHAW, JOHN, Mellor, Derby, Butcher Stockport Pet June 12 Ord June 12  
BIRD, CHRISTOPHER, Gt Grimby, Labourer Gt Grimby Pet June 12 Ord June 12  
BOWMAN, JAMES EDWARD, Ashover, Derby, Grocer De. by Pet June 14 Ord June 14  
BROOK, ALBERT EDWARD, Torquay, Builder Exeter Pet June 6 Ord June 12  
BURN, GEORGE, Wall Heath, Staffs, Ironmonger Dudley Pet June 13 Ord June 13  
CARLISLE, FRANCIS JOHN, Sunderland, Solicitor Sunderland Pet April 5 Ord June 14  
CROSS, ARTHUR, Great Chesterfield st, Marylebone, Tailor's Cutter High Court Pet June 13 Ord June 13  
DAVIES, HUGH ELLIS, Corwen, Merioneth, Grocer Wrexham and Langollen Pet June 10 Ord June 10  
FAIRLOTH, WILLIAM COOPER, Brafield, Essex Colchester Pet June 13 Ord June 13  
FILMER, ALBERT EDWARD, Rochester, Kent, Butcher Rochester Pet June 13 Ord June 13  
GIBBS, LAUNCELOT DWARREN LOUIS, Queen's gate, Aviator High Court Pet April 8 Ord June 10  
JONES, EDWIN ARTHUR, Bath, Ironmonger Bristol Pet June 12 Ord June 12  
HARDING, MARY ANNA, South Petherton, Somerset, Grocer Yeovil Pet June 13 Ord June 13

HASSNIP, WILLIAM THOMAS, Sibsey, Lincs, Tailor Boston ~3 Pet June 14 Ord June 14  
HEWLETT, GEORGE FREDERICK, Staple hill, Glos, Skating Rink Manager Bristol Pet May 19 Ord June 12  
HODGES, FREDERICK, Lambert rd, North Finchley, Builder Barnet Pet Feb 27 Ord June 14  
JONES, JOHN HUGH, Bethesda, Carnarvon, Quarryman Bangor Pet June 12 Ord June 12  
KINGSHOTT, ARTHUR, Littlehampton, Dairyman Brighton Pet June 12 Ord June 13  
LATIMER, THOMAS FREDERICK, Gosforth, Timber Merchant Newcastle upon Tyne Pet May 27 Ord June 13  
LOTHOUSE, WILLIAM and JOHN CHARLES LOTHOUSE, Sheffield, Mineral Water Manufacturers Sheffield Pet June 13 Ord June 13  
MARION, MORITZ, and ALFRED EDWARD JACKSON, Milton st, Merchants High Court Pet April 3 Ord June 13  
MATKIN, FREDERICK GEORGE, Wigmore st, House Decorator High Court Pet June 14 Ord June 14  
MERES, WILLIAM, Luton, Beds, Undertaker Luton Pet June 12 Ord June 12  
MILTON, ARTHUR BARBAR, East Dereham, Norfolk, Painter Norwich Pet May 2 Ord June 12  
MITCHELL, WALLACE, Triangle, nr Halifax, York, Teamer Halifax Pet June 12 Ord June 12  
PARKER, WILLIAM FRANCIS, Birmingham, Fish Salesman Birmingham Pet June 12 Ord June 13  
READ, JAMES FREDERICK, Bethnal Green rd, Butcher High Court Pet June 12 Ord June 12  
ROBERTS, HENRY THOMAS, Weymouth, Wholesale Fish Merchant Dorchester Pet June 14 Ord June 14  
ROUCH, WILLIAM JAMES, Deal, Kent, Tobacco Dealer Carlisle Pet May 24 Ord June 12  
SCOTT, WALTER CLEMMENT, Sackville st, Piccadilly, Tailor High Court Pet May 28 Ord June 13  
SHEPPARD, WALTER SIDNEY and WILLIAM WAITE WRIGHT, Northampton, Leather Dressers Northampton Pet June 14 Ord June 14  
SMITH, HENRY, Castleford, York, Assistant Checkweighman Wakefield Pet June 13 Ord June 13  
STEWART, WILLIAM, Carlisle, Draper Carlisle Pet June 12 Ord June 12  
THOMAS, GWILYM, Cwmbayn, Collier Neath Pet June 14 Ord June 14  
TIMBERELL, WILLIAM ANDREW, Carlton House, Regent st, High Court Pet May 5 Ord June 14  
VOLLAN, EDWARD JAMES, Little Munden, nr Ware, Herts, Nurseryman Hertford Pet May 23 Ord June 13  
WEAVER, ALBERT ARLEY, Angel ln, Stratford, Clothier High Court Pet May 24 Ord June 14  
WERNER, JOHN, Victoria st, Westminster, Costumier High Court Pet May 19 Ord June 10  
WILSON, ALBERT EDWARD, Bedford pk, Chiswick, Commercial Traveller Brentford Pet April 8 Ord June 12

Amended Notice substituted for that published in the London Gazette of June 6:

BAKER, JOHN SYLVANUS STEPHEN, Halesowen, Worcester Stourbridge Pet June 2 Ord June 2

Amended Notice substituted for that published in the London Gazette of June 13:

FISH, FRIDAY LAST CUMBY, Stokesby, Norfolk, Market Gardener Great Yarmouth Pet June 10 Ord June 10

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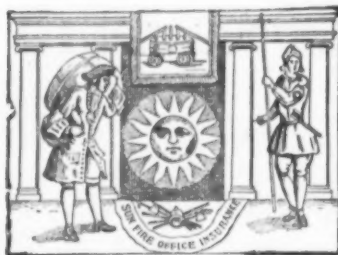
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